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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. April 12, 2016

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
  - Invocation
  - Pledge of Allegiance
  - Approve the minutes of regular meeting on April 5, 2016
- 

**SELECTION OF VICE MAYOR**

- Ballot Selection of Vice Mayor
- 

**AWARDS AND PROCLAMATIONS**

- Proclamations:
  - Alcohol Awareness Month
  - Homeless Veterans Awareness Day
- Certificate of Appreciation – Carole Trapp Housing Member/John Hall

**I. PUBLIC AGENDA**

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

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**II. CONSENT AGENDA AGENDA ITEMS 1 THROUGH 23**

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “ATTACHMENT 1 – CONSENT AGENDA ITEMS” for a listing of all Consent Agenda Items.)*

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

1. Design Concept and Funding for Improvements to Douglas and Hydraulic Intersection. (District I)  
(Deferred March 15, 2016)

RECOMMENDED ACTION: Approve the design concept and budget, and adopt the resolution.

**IV. NEW COUNCIL BUSINESS**

1. Public Hearing and Issuance of Health Care Facilities Revenue Bonds, American Baptist Estates. (District IV)

RECOMMENDED ACTION: Close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Healthcare Facilities Revenue Bonds in an amount not to exceed \$4,000,000 and authorize the necessary signatures.

2. Ordinance Repealing 11.38.140 Regarding Refusal of Alcohol Testing.

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

**V. NON-CONSENT PLANNING AGENDA**

None

## **HOUSING AGENDA**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Carole Trapp Housing Member is also seated with the City Council.

Carole Trapp Housing Member is also seated with the City Council.

### **VI. NON-CONSENT HOUSING AGENDA**

1. Public Hearing - Capital Fund Program 2016 Grant and 2016-2020 Five-Year Action Plan.

RECOMMENDED ACTION: Conduct the public hearing, close the hearing, approve the Wichita Housing Authority (WHA) Public Housing Capital Fund Program 2016-2020 Five-Year Action Plan and 2016 Annual Statement including the allowed transfer of 25 percent of the annual grant to Public Housing operations and authorize the necessary signatures to certify the documents for submission to the U. S. Department of Housing and Urban Development (HUD).

## **AIRPORT AGENDA**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

### **VII. NON-CONSENT AIRPORT AGENDA**

None

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## **COUNCIL AGENDA**

### **VIII. COUNCIL MEMBER AGENDA**

None

### **IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated April 11, 2016.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u>	<u>2016</u>	<u>(Consumption on Premises)</u>
Tomas Limon	Los Mexican Burritos Inc.**	3005 East Pawnee
Kent Purvis	LW Clapp Golf Course**	4611 East Harry
Tom Monahan	MacDonald Municipal Golf Course**	840 North Yale Avenue
Manuel Colchado	Bills Charcoal Grill**	2957 North Arkansas
Mui Fong Yu (Tam)	Toms Lotus Garden**	822 South Broadway
Miguel Reyes	Rostizeria Los Reyes**	512 West 21st North
<u>Renew</u>	<u>2016</u>	<u>(Consumption off Premises)</u>
Dzung Banh	KC Gas and Groceries #3***	1955 South Washington
Roberta Lang	Whole Foods Market***	1423 North Webb Road Ste 101
Ishika Wijeyesekera	Convenience Mart #1***	7101 East Lincoln
Ishika Wijeyesekera	Convenience Mart #3***	2199 North Woodlawn Blvd

\*\*General/Restaurant (need 50% or more gross revenue from sale of food)

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Revised Petition for Sanitary Sewer Improvements to Serve Whispering Lakes Estates Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:

- a. Community Events - Food Trucks at the Fountains. (District I)
- b. Community Events - Friday Nights at the Fountains. (District I)
- c. Community Events - Heartspring's 9th Annual Autism CARE Walk. (Districts I and IV)
- d. Community Events - Wichita Great Strides Walk. (Districts IV and VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Design Services Agreements:

- a. Supplemental Design Agreement No. 1 for Paving Improvements to the Estancia Addition. (District V)
- b. Supplemental Design Agreement No. 1 for Paving Improvements to the Estancia Commercial Addition. (District V)

RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

7. Minutes of Advisory Boards/Commissions:

- Wichita Employees' Retirement System, February 24, 2016
- Police and Fire Retirement System, February 24, 2016

RECOMMENDED ACTION: Receive and file.

8. Contracts and Agreements for March 2016.

RECOMMENDED ACTION: Receive and file.

9. Community Events with Alcohol Consumption – Resolution. (District I)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

10. Funding and Change Order No. 8 for 135th Street West, Maple to Central. (District V)

RECOMMENDED ACTION: Approve Change Order No. 8, adopt the amending resolutions, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, approve the revised budgets and authorize the necessary signatures.

11. Funding for HOME Program Administration.

RECOMMENDED ACTION: Approve the transfer of \$22,154 from program income receipts, to support HOME program administration costs.



12. HOME Program: Boarded-up House Program Funding Allocation, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

RECOMMENDED ACTION: Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

13. HOME Program: CHDO Funding Allocation, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

RECOMMENDED ACTION: Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

14. WAMPO Project Tracking Software Contract

RECOMMENDED ACTION: Approve the contract with EcoInteractive for the WAMPO Project Tracking Software and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

15. Report on Claims for February 2016 (Revised Amount).

RECOMMENDED ACTION: Receive and file.

16. Memorandum of Understanding for Little Arkansas River Watershed Protection Plan.

RECOMMENDED ACTION: Approve the MOU and proposed funding contributions and authorize the necessary signatures.

17. Second Reading Ordinances: (First Read April 5, 2016)

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

18. \*SUB2015-00025 -- Plat of Rawand Estates Addition Located on the West Side of North Webb Road, South of East 45th Street North. (District II)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

19. \*SUB2015-00044 -- Plat of QuikTrip 20th Addition Located on the Northwest Corner of West Pawnee Avenue and South Meridian Avenue. (District IV)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

20. \*VAC2015-00009 - Request to Vacate Portions of Platted Street Right-of-Ways Generally Located Southwest of East 47th Street South and Kansas Highway K-15 and West of Cedardale Avenue.  
(City of Wichita's Three-Mile Subdivision Jurisdiction)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

21. \*VAC2015-00033 - Request to Vacate a Platted Interior Side Yard Setback on Property Generally Located East of North Grove Avenue on the Southwest Corner of East 21st Street North and Erie Avenue. (District I)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

22. \*VAC2015-00051 - Request to Vacate a Portion of a Floodway Reserve Agreement on Property Generally Located West of Kansas Highway K-15, Midway Between East 47th and 55th Streets South and West of Clifton Avenue. (City of Wichita's Three-Mile Subdivision Jurisdiction)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Carole Trapp, Housing Member is also seated with the City Council.**

23. \*Housing Choice Voucher Family Self-Sufficiency Grant Application.

RECOMMENDED ACTION: Authorize the application; approve the grant award upon receipt; and execute the necessary signatures.

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

None

**City of Wichita  
City Council Meeting  
April 12, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Design Concept and Funding for Improvements to Douglas and Hydraulic Intersection (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Unfinished Business

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**Recommendation:** Approve the design concept and initial budget.

**Background:** On August 20, 2013, the City Council approved an agreement with Baughman Company to provide a design concept for improvements to Douglas, from Washington to Oliver. On December 2, 2014, the City Council approved the preliminary design concept. On August 11, 2015, the City Council approved a supplemental agreement with Baughman Company to remove the intersection of Douglas and Hydraulic from the overall plan and produce final plans for the intersection as a separate project. The separate project became necessary upon award of safety funding from the Kansas Department of Transportation (KDOT) for intersection improvements. On February 1, 2016, the District I Advisory Board voted unanimously in favor of the design concept for the intersection.

**Analysis:** The intersection of Douglas and Hydraulic is currently signalized without dedicated left turn lanes. Parallel parking exists on both sides of Douglas. An unwarranted eastbound right turn lane exists to fill a gap caused by a large shift in Douglas right-of-way width. Currently Hydraulic is posted as No Parking. The proposed concept includes:

- Intersection reconstruction
- New traffic signals
- Brick crosswalks
- Left turn lanes on all approaches
- Removal of on-street parking within 150 feet of the intersection
- Elimination of eastbound right turn lane in favor of open public space and public art opportunity

The intersection will be open to through traffic during construction, while left turns at the intersection will be prohibited. Construction is planned to begin in fall 2016 and be completed in spring 2017.

**Financial Considerations:** The design for the intersection is being completed with funding from the Douglas, Washington to Oliver project.

The Adopted 2015-2024 Capital Improvement Program includes \$1,200,000 in 2016 for the intersection project. Of the \$1,200,000, \$400,000 is funded by the Highway Safety Improvement Program (HSIP), with the remaining \$800,000 funded by general obligation (GO) bonds, which will allow for right-of-way acquisition, utility relocation, construction, and City staff administration and oversight costs.

**Legal Considerations:** The Law Department has reviewed and approved the resolution as to form.

**Recommendation/Action:** It is recommended that the City Council approve the design concept and budget, and adopt the resolution.

**Attachments:** Resolution and budget sheet.

## RESOLUTION NO. 16-076

### **A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

#### **Right-of-way acquisition, utility relocation, City staff administration and oversight cost and construction of improvements to Douglas and Hydraulic Intersection (472-85254).**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

#### **BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$1,200,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on April 12, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2016

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85254

COUNCIL DISTRICT: 01 Council District 1

DATE COUNCIL APPROVED: 03-15-16

REQUEST DATE:

PROJECT #: 211553

PROJECT TITLE: Douglas & Hydraulic Intersection

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Douglas & Hydraulic Intersection

OCA #: 707098

OCA TITLE: Douglas & Hydraulic Intersection

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☒ NEW BUDGET ☐ REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$800,000.00	2999 Contractuals	\$800,000.00
8062 Federal pass thru State	\$400,000.00	2999 Contractuals	\$400,000.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00
	\$0.00		\$0.00

REVENUE TOTAL: \$1,200,000.00

EXPENSE TOTAL: \$1,200,000.00

NOTES:

\$400,000 from the Highway Safety Improvement Program

## SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

DATE:

DEPARTMENT HEAD:

DATE:

BUDGET OFFICER:

DATE:

CITY MANAGER:

DATE:

RESOLUTION NO. \_\_\_\_ - \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

**Right-of-way acquisition, utility relocation, City staff administration and oversight cost and construction of improvements to Douglas and Hydraulic Intersection (472-85254).**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$1,200,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

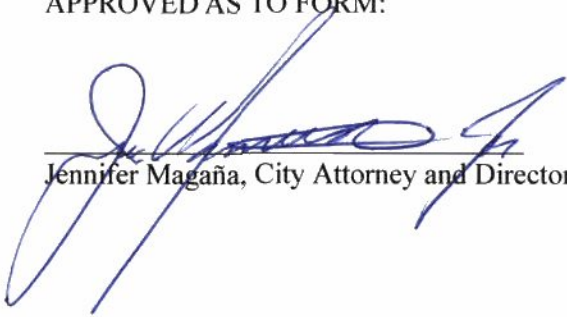
(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and Director of Law



**City of Wichita  
City Council Meeting  
April 12, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Public Hearing and Issuance of Health Care Facilities Revenue Bonds (American Baptist Estates) (District IV)

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

---

**Recommendation:** Close the public hearing and place the ordinance on first reading.

**Background:** On March 1, 2016, the City Council approved a letter of intent to issue Health Care Facilities Revenue Bonds for American Baptist Estates, Inc., d/b/a Prairie Homestead in an amount not to exceed \$4,000,000. The proceeds of the proposed bonds will be used to finance the construction and equipping of improvements to the senior living facilities located at 1605 May Avenue. The Letter of Intent has been issued through December 31, 2017. The company is now requesting the issuance of bonds in an amount not to exceed \$4,000,000.

**Analysis:** American Baptist Estates, Inc. is a Kansas not-for-profit corporation formed in 1963 to provide a continuing care retirement community for older adults. The original senior care campus was developed in 1965. It provides housing accommodations and care for older adults especially designed to meet their physical, social and spiritual needs. The facility offers duplexes, independent living and nursing care with either single or double occupancy. The facility provides health care services that include nursing services through scheduled clinics, 24-hour nursing care, and a multitude of therapies. American Baptist Estates also provides dining services, weekly basic housekeeping, security and safety features, numerous in-house social activities, and scheduled transportation.

The company intends to demolish six existing buildings that currently have nine units each. Due to market demand for more modern, larger independent living units, it will rebuild on the same footprint with buildings that accommodate four units each.

An analysis of sources and uses of project funds is:

**Sources of Funds:**

Bond Proceeds	\$ 3,645,000
Company Contribution	<u>46,300</u>
Total Sources of Funds	\$ 3,691,300

**Uses of Funds:**

Project Costs	\$ 3,588,623
Costs of Issuance	<u>102,677</u>
Total Uses of Funds	\$ 3,691,300

As a not-for-profit 501 (c)(3) corporation, American Baptist Estates is eligible to receive tax-exempt revenue bond financing. The City's bond counsel firm, Gilmore & Bell, P.C., will serve as bond counsel in the transaction. American Baptist Estates will comply with the City's requirements contained in the Letter of Intent.

**Financial Considerations:** American Baptist Estates agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual industrial revenue bond administrative fee for the term of the bonds. Riedl First Securities Company of Kansas has agreed to underwrite the bonds and reoffer them for sale to the public.

American Baptist Estates is generally exempt from ad valorem taxes pursuant to Kansas law. Therefore no tax exemption is requested in conjunction with issuance of the Health Care Facilities Revenue Bonds.

**Legal Considerations:** Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds.

**Recommendations/Actions:** It is recommended that the City Council close the public hearing and place on first reading the Bond Ordinance authorizing the execution and delivery of documents for the issuance of Healthcare Facilities Revenue Bonds in an amount not to exceed \$4,000,000 and authorize the necessary signatures.

**Attachment:** Bond Ordinance

**ORDINANCE NO. 50-173**

**OF THE  
CITY OF WICHITA, KANSAS**

**AUTHORIZING THE ISSUANCE OF  
HEALTH CARE FACILITIES REVENUE BONDS  
SERIES I, 2016  
(AMERICAN BAPTIST ESTATES, INC.)**

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**ORDINANCE NO. 50-173**

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS, SERIES I, 2016 (AMERICAN BAPTIST ESTATES, INC.) FOR THE PURPOSE OF THE CONSTRUCTION, FURNISHING AND EQUIPPING OF ADDITIONS TO A CONTINUING CARE RETIREMENT FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

**THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS HAS FOUND AND DETERMINED:**

A. The City of Wichita, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip certain facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for such facilities, and to issue revenue bonds for the purpose of paying the costs of such facilities.

B. Pursuant to Ordinance No. 49-413 of the Issuer adopted December 18, 2012 and a Trust Indenture dated as of December 1, 2012 (the "Original Indenture") between the Issuer and Security Bank of Kansas City, Kansas City, Kansas, as successor to UMB Bank, N.A., as trustee (the "Trustee"), the Issuer has previously issued its Health Care Facilities Revenue Refunding Bonds, Series IX, 2012 (American Baptist Estates, Inc.) in the original principal amount of \$2,250,000 (the "2012 Bonds"), for the purpose of refinancing the costs of the construction, furnishing and equipping of assisted living apartments at a continuing care retirement facility (the "2008 Project").

C. The 2008 Project was leased to American Baptist Estates, Inc., a Kansas nonprofit corporation (the "Tenant"), pursuant to the provisions of a certain Lease dated as of December 1, 2012 between the Issuer and the Tenant (the "Original Lease").

D. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Health Care Facilities Revenue Bonds, Series I, 2016 (American Baptist Estates, Inc.) in the aggregate principal amount of not to exceed \$4,000,000 (the "2016 Bonds"), for the purpose of financing the costs of the demolition of existing structures and the construction, furnishing and equipping of independent living apartments at the Tenant's continuing care retirement facility (the "2016 Project"), as more fully described in the Supplemental Indenture and in the Supplemental Lease hereinafter authorized.

E. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the 2016 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) Supplemental Trust Indenture No. 1 dated as of April 1, 2016 with the Trustee (the "Supplemental Indenture"), amending and supplementing the Original Indenture (as supplemented and amended, the "Indenture"), prescribing the terms and conditions of issuing and securing the 2016 Bonds;
- (ii) Supplemental Lease No. 1 dated as of April 1, 2016 (the "Supplemental Lease") with the Tenant, amending and supplementing the Original Lease (as supplemented and amended, the "Lease"), under which the Issuer will construct, furnish and equip the 2016 Project and continue to lease the 2008

Project and the 2016 Project (collectively, the "Project") to the Tenant in consideration of Basic Rent and other payments;

(iii) Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the 2016 Bonds by the Issuer to Riedl First Securities Company of Kansas, Wichita, Kansas (the "Purchaser"), and

(iv) Tax Compliance Agreement among the Issuer, the Tenant and the Trustee.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined herein shall have the respective meanings set forth in the Indenture and the Lease referred to herein.

Section 2. **Authority to Cause the 2016 Project to be Constructed, Furnished and Equipped.** The City shall cause the 2016 Project to be constructed, furnished and equipped in the manner and as more particularly described in the Supplemental Indenture and the Supplemental Lease hereinafter authorized.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the 2016 Bonds, to be designated "City of Wichita, Kansas Health Care Facilities Revenue Bonds, Series I, 2016 (American Baptist Estates, Inc.)" in the aggregate principal amount of not to exceed \$4,000,000, for the purpose of providing funds to pay the costs of the construction, furnishing and equipping of the 2016 Project. The 2016 Bonds will be dated and bear interest, will be in such principal amounts, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The 2016 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Lease of the Project. The 2016 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Supplemental Indenture.** The Issuer is hereby authorized to enter into the Supplemental Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the 2016 Bonds on the terms and conditions set forth in the Indenture.

Section 5. **Authorization of Supplemental Lease.** The Issuer is authorized to enter into the Supplemental Lease with the Tenant in the form approved in this Ordinance. The Issuer shall cause the 2016 Project to be acquired and leased by the Issuer to the Tenant pursuant to and in accordance with the provisions of the Lease.

Section 6. **Approval of Form of Guaranty Agreement.** The form of Guaranty Agreement pursuant to which the Tenant, as guarantor, guarantees to the Trustee, for the benefit of the owners of the 2016 Bonds, the full and prompt payment of the 2016 Bonds and interest thereon, is hereby approved.

Section 7. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the 2016 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement in the form approved in this Ordinance.

Section 8. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the 2016 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer

in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to final passage of this Ordinance, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the 2016 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project, including the 2016 Project, and the net earnings generated under the Lease to the payment of the 2016 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the 2016 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors, Etc.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of said instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the 2016 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its final passage by the governing body of the Issuer and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

**PASSED** by the governing body of the Issuer on April 19, 2016 and **SIGNED** by the Mayor.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law and City Attorney

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## **CERTIFICATE**

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 173 of the City of Wichita, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this ordinance, and that the signed original of such Ordinance is on file in my office.

[SEAL]

---

Karen Sublett, City Clerk



**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON APRIL 12, 2016**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Among other business, in accordance with notice published on April 4, 2016, in the *Wichita Eagle*, a public hearing was held by the governing body relating to the proposed issuance of not to exceed \$4,000,000 principal amount of Health Care Facility Revenue Bonds, Series I, 2016 (American Baptist Estates, Inc.). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented for first reading an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS  
HEALTH CARE FACILITIES REVENUE BONDS, SERIES I, 2016 (AMERICAN  
BAPTIST ESTATES, INC.) FOR THE PURPOSE OF THE CONSTRUCTION,  
FURNISHING AND EQUIPPING OF ADDITIONS TO A CONTINUING CARE  
RETIREMENT FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS  
AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember \_\_\_\_\_ moved that said Ordinance be passed. The motion was seconded by Councilmember \_\_\_\_\_. Said Ordinance was duly read and considered, and upon being put, the motion for the passage upon first reading of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

\* \* \* \* \*

(Other Proceedings)

\* \* \* \* \*

## **CERTIFICATE**

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

---

Karen Sublett, City Clerk

**EXCERPT OF MINUTES OF A MEETING  
OF THE GOVERNING BODY OF  
THE CITY OF WICHITA, KANSAS  
HELD ON APRIL 19, 2016**

The governing body of the City of Wichita, Kansas met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

\* \* \* \* \*

(Other Proceedings)

Thereupon, there was presented for second reading on the governing body's consent agenda an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS, SERIES I, 2016 (AMERICAN BAPTIST ESTATES, INC.) FOR THE PURPOSE OF THE CONSTRUCTION, FURNISHING AND EQUIPPING OF ADDITIONS TO A CONTINUING CARE RETIREMENT FACILITY; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Councilmember \_\_\_\_\_ moved that the consent agenda be passed. The motion was seconded by Councilmember \_\_\_\_\_. The motion that the consent agenda be passed, including final passage of said Ordinance, was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Ordinance was then duly numbered Ordinance No. 50-173, was signed by the Mayor and attested by the Clerk, and the Ordinance was directed to be published one time in the official newspaper of the City.

(Other Proceedings)

\* \* \* \* \*

### **CERTIFICATE**

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Wichita, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

---

Karen Sublett, City Clerk

**City of Wichita  
City Council Meeting  
April 12, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Ordinance Repealing 11.38.140 Regarding Refusal of Alcohol Testing

**INITIATED BY:** Law Department

**AGENDA:** New Business

---

**Recommendation:** Place the ordinance on first reading and authorize the necessary signatures.

**Background:** Section 11.38.140 of the Code of the City of Wichita makes it unlawful for individuals, who have a prior conviction for Driving Under the Influence (DUI), to refusal a breath test when requested by law enforcement as part of a subsequent DUI investigation. Section 11.38.140 mirrors K.S.A. 8-1025. Recently, the Kansas Supreme Court in *State v. Wilson*, declared K.S.A. 8-1025 unconstitutional concluding that it violated a defendant's Fourteenth Amendment Due Process rights.

**Analysis:** Because Section 11.38.140 of the Code of the City of Wichita mirrors the statutory provisions of K.S.A. 8-1025, any case law construing the state statute would be applicable to the city ordinance. Based upon the Supreme Court's decision in *State v. Wilson*, the City's ordinance would violate a defendant's constitutional rights and therefore should be repealed.

**Financial Considerations:** None.

**Legal Considerations:** The ordinance amendments have been drafted and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

**Attachment:** Ordinance.

First Published in the Wichita Eagle on April 22, 2016

3/17/2016

ORDINANCE NO. 50-174

AN ORDINANCE REPEALING THE ORIGINAL OF SECTION 11.38.140 OF  
THE CODE OF THE CITY OF WICHITA, PERTAINING TO THE REFUSAL  
OF ALCOHOL TESTING

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,  
KANSAS:

SECTION 1. The original of Section 11.38.140 of the Code of the City of Wichita, Kansas,  
is hereby repealed.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita and shall  
be effective upon its passage and publication in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of April,  
2016.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Jennifer L. Magaña  
City Attorney and Director of Law

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Wichita Housing Authority Board

**SUBJECT:** Public Hearing – Capital Fund Program 2016 Grant and 2016-2020 Five-Year Action Plan

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority Board (Non-Consent)

---

**Recommendation:** Conduct the public hearing, close the hearing, approve the Wichita Housing Authority (WHA) Public Housing Capital Fund Program 2016-2020 Five-Year Action Plan and 2016 Annual Statement including the allowed transfer of 25 percent of the annual grant to Public Housing operations and authorize the necessary signatures to certify the documents for submission to the U.S. Department of Housing and Urban Development (HUD).

**Background:** Public Housing Authorities must carry out all development, capital and management activities in accordance with the United States Housing Act of 1937 (the Act). The Capital Fund Program (CFP) Final Rule, published on October 24, 2013 and made effective on November 25, 2013, requires Housing Authorities to submit Capital Fund Program documents separately from the Public Housing Authority (PHA) Annual Plan. On October 7, 2015, Wichita Housing Authority submitted its 2016 Annual PHA Plan to HUD.

The WHA staff presented the 2016 Annual Statement and Five-Year Action Plan to the Tenant Advisory Board (TAB) at their regular meeting on March 9, 2016. The TAB approved both documents without comment.

On February 27, 2016, staff posted the Five-Year Action Plan and Annual Statement on the Housing and Community Services website and made it available for review in the department office. No public comments were received after the 45-day comment period.

**Analysis:** The proposed WHA Capital Fund Program Five-Year Action Plan and 2016 Annual Statement will implement a provision made possible in the 2016 Appropriations Act. The maximum amount to be transferred to operations increased to 25 percent. The 2016 grant award is \$810,174. Twenty-five percent for operations is \$202,543.

Plans for the 2016 CFP grant include continuing to install new kitchen cabinets in some senior high rise apartments, replacing the roof on McLean Manor, rehabilitating and installing Energy Star replacement windows in selected single family units.

**Financial Considerations:** There is no impact to the General Fund with this action.

**Legal Considerations:** The Capital Fund Program Five-Year Action Plan and 2016 Annual Statement are required by HUD. The Law Department has reviewed and approved the certifications as to form.

**Recommendation/Action:** It is recommended that the Wichita Housing Authority Board conduct the public hearing, close the hearing, approve the Wichita Housing Authority (WHA) Public Housing Capital Fund Program 2016-2020 Five-Year Action Plan and 2016 Annual Statement including the allowed transfer of 25 percent of the annual grant to Public Housing operations and authorize the necessary signatures to certify the documents for submission to the U.S. Department of Housing and Urban Development.

**Attachments:**

HUD Form 50075.1 CFP 2016 Annual Statement

HUD Form 50075.2 CFP 2016-2020 Five-Year Action Plan

Statement of Significant Amendment

Form SFLLL Disclosure of Lobbying Activities

HUD Form 50077 Certification of Compliance with Public Hearing and Civil Rights

HUD Form 50071 Certification of Payments to Influence Federal Transactions



**Capital Fund Program—Five-Year Action Plan**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

<b>Part I: Summary</b>						
PHA Name/Number		Locality City of Wichita, Sedgwick County Kansas			Original 5-Year Plan	Revision No:
A.	Development Number and City of Wichita Housing Authority	Work Statement 2016	Work Statement for Year 2 FFY 2017	Work Statement for Year 3 FFY 2018	Work Statement for Year 4 FFY 2019	Work Statement for Year 5 FFY 2020
B.	Physical Improvements Subtotal		412,894	412,894	412,894	412,894
C.	Management Improvements		5,000	5,000	5,000	5,000
D.	PHA-Wide Non-dwelling Structures and Equipment		15,000	15,000	15,000	15,000
E.	Administration		81,017	81,017	81,017	81,017
F.	Other		93,720	93,720	93,720	93,720
G.	Operations		202,543	202,543	202,543	202,543
H.	Demolition		0	0	0	0
I.	Development		0	0	0	0
J.	Capital Fund Financing – Debt Service		0	0	0	0
K.	Total CFP Funds		810,174	810,174	810,174	810,174
L.	Total Non-CFP Funds					
M.	Grand Total					

**Part II: Supporting Pages – Physical Needs Work Statement(s)**

Work Statement for Year 1 FFY <u>2016</u>	Work Statement for <u>FFY 2017</u>			Work Statement for <u>FFY 2018</u>		
	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost	Development Number/Name General Description of Major Work Categories	Quantity	Estimated Cost
See	KS004000001			KS004000001		
Annual	Roof replacement on Greenway	86 units	\$150,000	Plumbing improvements	86 units	\$15,000
Statement	Domestic water heater			Smoking shelters	176 units	16,000
				Kitchens		
	KS004000002					
	Energy Star replacement lighting	50 units	13,000	KS004000002		
				Smoking shelters	50 units	16,000
	KS004000003					
	Energy Star window replacements	6 units	37,402	KS004000003		
	Site improvements	4 units	20,000	Energy Star window	12 units	71,000
	Storage sheds			Site improvements	5 units	20,000
	Single family rehabilitation	3 units	60,000	Storage sheds		
	Energy saving improvements			Single family rehabilitation	5 units	102,049
	KS004000004			KS004000004		
	Energy star window replacements	6 units	37,492	Energy Star window	16 units	97,845
	Interior rehabilitation	15 units	75,000	Storage sheds		
	Roof replacements			Interior rehabilitation	15 units	75,000
	Site improvements	4 units	20,000	Site improvements		
Subtotal of Estimated Cost			\$412,894	Subtotal of Estimated Cost \$412,894		

[illegible]

form HUD-50075.2 (4/2008)





Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 06/30/2017

<b>Part I: Summary</b>					
<b>PHA Name: City of Wichita Housing Authority</b>		<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16P00450116 Replacement Housing Factor Grant No: NA Date of CFFP: NA			<b>FFY of Grant: 2016</b> <b>FFY of Grant Approval: 2016</b>
<b>Type of Grant</b> <input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no:      )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds	NA			
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup> <b>25% per 2016 Appropriations Act</b>	202,543			
3	1408 Management Improvements	5,000			
4	1410 Administration (may not exceed 10% of line 21)	81,017			
5	1411 Audit	1,500			
6	1415 Liquidated Damages	NA			
7	1430 Fees and Costs	92,220			
8	1440 Site Acquisition	NA			
9	1450 Site Improvement	9,744			
10	1460 Dwelling Structures	403,150			
11	1465.1 Dwelling Equipment—Nonexpendable	NA			
12	1470 Non-dwelling Structures	NA			
13	1475 Non-dwelling Equipment	15,000			
14	1485 Demolition	NA			
15	1492 Moving to Work Demonstration	NA			
16	1495.1 Relocation Costs	NA			
17	1499 Development Activities <sup>4</sup>	NA			

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
**Expires 06/30/2017**

<b>Part I: Summary</b>					
<b>PHA Name:</b> City of Wichita Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16P00450116 Replacement Housing Factor Grant No: NA Date of CFFP: NA			<b>FFY of Grant:20106</b> <b>FFY of Grant Approval: 2016</b>
<b>Type of Grant</b> <input checked="" type="checkbox"/> <b>Original Annual Statement</b> <input type="checkbox"/> <b>Reserve for Disasters/Emergencies</b> <input type="checkbox"/> <b>Revised Annual Statement (revision no: )</b> <input type="checkbox"/> <b>Performance and Evaluation Report for Period Ending:</b> <input type="checkbox"/> <b>Final Performance and Evaluation Report</b>					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
		Original	Revised <sup>2</sup>	Obligated	Expended
18a	1501 Collateralization or Debt Service paid by the PHA	NA			
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment	NA			
19	1502 Contingency (may not exceed 8% of line 20)	NA			
20	Amount of Annual Grant:: (sum of lines 2 - 19)	810,174			
21	Amount of line 20 Related to LBP Activities	NA			
22	Amount of line 20 Related to Section 504 Activities	NA			
23	Amount of line 20 Related to Security - Soft Costs	NA			
24	Amount of line 20 Related to Security - Hard Costs	NA			
25	Amount of line 20 Related to Energy Conservation Measures	49,000			
<b>Signature of Executive Director John E. Hall</b>		<b>Date 2/26/2016</b>		<b>Signature of Public Housing Director</b>	
				<b>Date</b>	

<sup>1</sup> To be completed for the Performance and Evaluation Report.

<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.

<sup>4</sup> RHF funds shall be included here.

Part II: Supporting Pages								
PHA Name: City of Wichita Housing Authority		<b>Grant Type and Number</b> Capital Fund Program Grant No: KS16P00450116 CFFP (Yes/ No): No Replacement Housing Factor Grant No: NA			Federal FFY of Grant: 2016			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Work
				Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>	
KS004000001	Kitchens	1460	10 units	30,650				
	Replace the roof of McLean Manor	1460	90 units	150,000				
		1450						
KS004000002	Energy Star lighting	1460						
KS004000003	Energy Star window replacements	1460	10 units	34,000				
	Single family rehabilitation	1460	4 units	83,500				
	Site improvements	1450						
	Storage sheds							
KS004000004	Roof replacements	1460						
	Rehabilitation	1460	12 units	90,000				
	Energy Star window replacements	1460	5 units	15,000				
	Site improvements	1450	5 units	9,744				

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

<sup>2</sup> To be completed for the Performance and Evaluation Report.



<b>Part III: Implementation Schedule for Capital Fund Financing Program</b>					
PHA Name: City of Wichita Housing Authority					<b>Federal FFY of Grant: 2016</b>
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates <sup>1</sup>
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	
KS004000001					
KS004000002					
KS004000003					
KS004000004					

<sup>1</sup> Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input checked="checked" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:		
<b>6. Federal Department/Agency:</b> U.S. Department of Housing and Urban Development			<b>7. Federal Program Name/Description:</b> Capital Fund Program CFDA Number, if applicable: 14.872		
<b>8. Federal Action Number, if known:</b> NA			<b>9. Award Amount, if known:</b> \$ 810,174		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): James Davenport Alcade & Fay Public Relations Firm Colonial Place 2111 Wilson Blvd, # 850 Arlington, VA 22201			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI): NA		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: Jeff Longwell Title: Mayor and Chairman: The Wichita Housing Authority Board Telephone No.: (316) 284-4333      Date: 04/12/2016		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

**Statement of Significant Amendment/Modification**  
City of Wichita Housing Authority

(b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification"

Significant Amendment or Substantial Deviation/Modification - as referenced in the *Quality Housing and Work Responsibility Act of 1998, Section 511, (g)*, a significant amendment or modification to the annual plan may not be adopted, other than at a duly called meeting of the governing board of the public housing agency that is open to the public after a 45 day public notice; and be implemented, until notification of the amendment or modification is provided to the Secretary of the Department of Housing and Urban Development (HUD) and approved. Amendments or modifications, which are **not** defined as being significant and **will not** be subject to a public meeting with a 45 day public notice and notification to the Secretary of HUD will be the following amendments or modifications:

1. The transfer of work projects, from one grant year to another in the Capital Fund Program (fungibility), which are included in the approved Capital Fund Program 5-Year Action Plan;
2. The transfer of funds in the Capital Fund Program from one line item to another within the same grant year budget;
3. Additional work projects funded by the Capital Fund Program not included in the 5-Year Action Plan, which have been deemed to be emergencies;
4. Policy changes resulting from HUD or other federal agency mandates, regulations, or directives; and
5. Any changes in the Housing Choice Voucher Administrative Plan or Public Housing Admissions and Continued Occupancy Policy, which are not specifically described in the HUD PHA 5-Year and Annual Plan or required PHA Plan elements.

# Certification of Payments to Influence Federal Transactions

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Applicant Name

City of Wichita Housing Authority

Program/Activity Receiving Federal Grant Funding

Capital Fund Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Jeff Longwell

Title

Mayor/Chairman Wichita Housing Authority Board

Signature

Date (mm/dd/yyyy)

04/12/2016

# **PHA Certifications of Compliance with PHA Plans and Related R e g u l a t i o n s**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 08/30/2011

## **PHA Certifications of Compliance with the PHA Plans and Related Regulations: Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the \_\_\_ 5-Year and/or \_\_\_ Annual PHA Plan for the PHA fiscal year beginning, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/TMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

City of Wichita Housing Authority  
PHA Name

KS004  
PHA Number/HA Code

5-Year PHA Plan for Fiscal Years 20 - 20

Annual PHA Plan for Fiscal Years 20 - 20

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official  
Jeff Longwell

Title Mayor and Chairman of the Wichita Housing  
Authority Board

Signature

Date

04-12-2016

Wichita, Kansas  
April 11, 2016  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

#### MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works, Fanny Chan, Accountant, Finance, representing the Director of Finance, John Page, Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, John Emerson, Fellow, representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting date April 4, 2016, were read and on motion approved.

Bids were opened April 8, 2016, pursuant to advertisements published on:

**2016 Sanitary Sewer Rehabilitation Phase B (CIPP) (north of Pawnee, east of Hoover) (468-85085/620761/665005) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI)**

Insituform Technologies USA LLC - \$414,144.85

**SWS #706 Stormwater Pump Station 12 Outfall Improvements in Chadsworth 2nd Addition (City and County) (468-85107/133117/) Traffic to be maintained during construction using flagpersons and barricades. (District V)**

Dondlinger and Sons - \$147,790.50

**2016 Sanitary Sewer Reconstruction Phase 4 (north of 31st Street South, east of West Street) (468-85104/620842/666005) Traffic to be maintained during construction using flagpersons and barricades. (District III,IV,VI)**

Visual Systems Inc. dba Brad Dody Construction - \$178,066.00

**Maize Road & Silver Fox Street Traffic Signals (Maize Road and Silver Fox Street) (472-84822/766241/490259) Traffic to be maintained during construction using flagpersons and barricades. (District V)**

Sims Electric Service Inc. - \$184,800.00

**Lateral 550, Southwest Interceptor Sewer to serve Pearl Beach Addition (south of 29th Street North, east of Hoover) (468-85087/744411/480103) Does not affect existing traffic. (District V)**

Mies Construction - \$494,540.25

Purchasing Manager recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

On motion the Board recommended tha the contracts be awarded as outlined above, subject to check, same being the lowest and best bids wiin the Engineer's construction estimate.

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:  
Cowtown Campus Fire Alarm and Notification.**

Atlas Electric LLC - \$236,000.00

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Impact  
Rock crusher.**

Defer one week

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board recommended that the contracts be awarded/deferred as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

---

Janis Edwards, CMC  
Deputy City Clerk



**FORMAL BID REPORT**

**TO:** Robert Layton, City Manager  
**DATE:** April 11, 2016

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**

**April 8, 2016**

2016 Sanitary Sewer Rehabilitation Phase B (CIPP) (north of Pawnee, east of Hoover) – Public Works & Utilities Department/Engineering Division

**Insituform Technologies USA, LLC** **\$414,144.85**

SWS #706 Stormwater Pump Station 12 Outfall Improvements to serve Chadsworth 2<sup>nd</sup> Addition – Public Works & Utilities Department/Engineering Division

**Dondlinger & Sons** **\$147,790.50**

2016 Sanitary Sewer Reconstruction Phase 4 (north of 31<sup>st</sup> Street S., east of West Street) – Public Works & Utilities Department/Engineering Division

**Visual Systems, Inc., dba Brad Dody Construction** **\$178,066.00**

Paving – Maize Road & Silver Fox Street Traffic Signals – Public Works & Utilities Dept./Engineering Division

**Sims Electric Service, Inc.** **\$184,800.00**

Lateral 550, Southwest Interceptor Sewer to serve Pearl Beach Addition – Public Works & Utilities Department/Engineering Division

**Mies Construction** **\$494,540.25**

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**

**April 8, 2016**

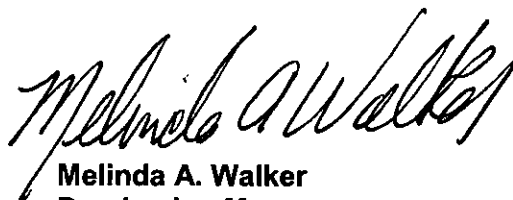
Cowtown Campus Fire Alarm & Early Warning Notification – Public Works & Utilities Department/Fleet & Facilities Division

**Atlas Electric, LLC** **\$236,000.00**

Impact Rock Crusher – Public Works & Utilities Department/Fleet & Facilities Division

**(Defer to April 18, 2016)**

**ITEMS TO BE PURCHASED AS ADVERTISED IN THE OFFICIAL CITY NEWSPAPER.**

  
**Melinda A. Walker**  
**Purchasing Manager**

# SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 8, 2016

RQ640410

<b>FB640062</b>		Engineer's Construction Estimate	Insituform Technologies USA LLC	SAK Construction LLC	Layne Inliner LLC
<b>2016 Sanitary Sewer Rehabilitation Phase B (CIPP)</b>		\$415,800.00	\$414,144.85	\$439,700.50	\$457,593.50
(north of Pawnee, east of Hoover)	BID BOND		X	X	
468-85085	ADDENDA	0			
(620761)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
<b>2016 Sanitary Sewer Rehabilitation Phase B (CIPP)</b>		\$415,800.00			
(north of Pawnee, east of Hoover)	BID BOND				
468-85085	ADDENDA	0			
(620761)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
<b>2016 Sanitary Sewer Rehabilitation Phase B (CIPP)</b>		\$415,800.00			
(north of Pawnee, east of Hoover)	BID BOND				
468-85085	ADDENDA	0			
(620761)					
		Engineer's Construction Estimate			
<b>2016 Sanitary Sewer Rehabilitation Phase B (CIPP)</b>		\$415,800.00			
(north of Pawnee, east of Hoover)	BID BOND				
468-85085	ADDENDA	0			
(620761)					

CHECKED BY: LPREVIEWED BY: SP

## STORM SEWER BID TABULATION SUMMARY

BOARD OF BIDS - April 8, 2016

RQ640430

FB640067		Engineer's Construction Estimate	Dondlinger & Sons	Wildcat Construction	Mies Construction
SWS #706 Stormwater Pump Station 12 Outfall Improvements		\$165,352.00	\$147,790.50	\$163,170.00	
Chadsworth 2nd Addition	BID BOND				
468-85107	ADDENDA	0			
(133117)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
SWS #706 Stormwater Pump Station 12 Outfall Improvements		\$165,352.00			
Chadsworth 2nd Addition	BID BOND				
468-85107	ADDENDA	0			
(133117)					
		Engineer's Construction Estimate		Stannard Construction d/b/a WB Carter	
SWS #706 Stormwater Pump Station 12 Outfall Improvements		\$165,352.00			
Chadsworth 2nd Addition	BID BOND				
468-85107	ADDENDA	0			
(133117)					
		Engineer's Construction Estimate			
SWS #706 Stormwater Pump Station 12 Outfall Improvements		\$165,352.00			
Chadsworth 2nd Addition	BID BOND				
468-85107	ADDENDA	0			
(133117)					

CHECKED BY: LPREVIEWED BY: AV

**SANITARY SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - April 8, 2016

RQ640451

<b>FB640070</b>		Engineer's Construction Estimate	Duling Construction	Danco Enterprises Inc.	Dutton Construction and Plumbing Inc.
<b>2016 Sanitary Sewer Reconstruction Phase 4</b>		\$252,800.00	\$286,464.00	\$209,875.00	\$224,245.00
(north of 31st St S, east of West St)	BID BOND			X	X
468-85104	ADDENDA	0			
(620842)					
		Engineer's Construction Estimate	Wichita Excavation LLC	Visual Systems Inc. dba Brad Dody Construction	Utilities Plus
<b>2016 Sanitary Sewer Reconstruction Phase 4</b>		\$252,800.00	\$214,300.00	\$178,066.00	
(north of 31st St S, east of West St)	BID BOND		X	X	
468-85104	ADDENDA	0			
(620842)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
<b>2016 Sanitary Sewer Reconstruction Phase 4</b>		\$252,800.00			
(north of 31st St S, east of West St)	BID BOND				
468-85104	ADDENDA	0			
(620842)					
		Engineer's Construction Estimate			
<b>2016 Sanitary Sewer Reconstruction Phase 4</b>		\$252,800.00			
(north of 31st St S, east of West St)	BID BOND				
468-85104	ADDENDA	0			
(620842)					

CHECKED BY: REVIEWED BY: 

## PAVING BID TABULATION SUMMARY

BOARD OF BIDS - April 8, 2016

RQ640462

FB640071		Engineer's Construction Estimate	Phillips Southern Electric Co. Inc.	Sims Electric Service Inc.	Cornejo & Sons, LLC
Maize Road & Silver Fox Street Traffic Signals		\$205,500.00	\$190,530.00	\$184,800.00	
(Maize Road & Silver Fox Street)	BID BOND			X	
472-84822 (766241)	ADDENDA	0			
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
Maize Road & Silver Fox Street Traffic Signals		\$205,500.00			
(Maize Road & Silver Fox Street)	BID BOND				
472-84822 (766241)	ADDENDA	0			
		Engineer's Construction Estimate			
Maize Road & Silver Fox Street Traffic Signals		\$205,500.00			
(Maize Road & Silver Fox Street)	BID BOND				
472-84822 (766241)	ADDENDA	0			
		Engineer's Construction Estimate			
Maize Road & Silver Fox Street Traffic Signals		\$205,500.00			
(Maize Road & Silver Fox Street)	BID BOND				
472-84822 (766241)	ADDENDA	0			

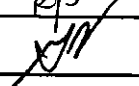
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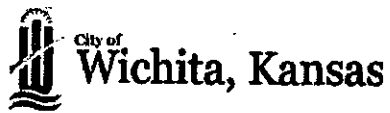
**SANITARY SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - April 8, 2016

RQ640463

<b>FB640072</b>		Engineer's Construction Estimate	Dondlinger & Sons	Mies Construction	Nowak Construction Co. Inc.
<b>Lateral 550, Southwest Interceptor Sewer</b>		\$622,700.00	\$848,255.30	\$494,540.25	\$769,591.30
<b>Pearl Beach Addition</b>	BID BOND				
468-85087	ADDENDA	1			
(744411)					
		Engineer's Construction Estimate	Wildcat Construction	Nowak Construction	Utilities Plus
<b>Lateral 550, Southwest Interceptor Sewer</b>		\$622,700.00	\$989,209.50		
<b>Pearl Beach Addition</b>	BID BOND				
468-85087	ADDENDA	1			
(744411)					
		Engineer's Construction Estimate		Stannard Construction d/b/a WB Carter	
<b>Lateral 550, Southwest Interceptor Sewer</b>		\$622,700.00			
<b>Pearl Beach Addition</b>	BID BOND				
468-85087	ADDENDA	1			
(744411)					
		Engineer's Construction Estimate			
<b>Lateral 550, Southwest Interceptor Sewer</b>		\$622,700.00			
<b>Pearl Beach Addition</b>	BID BOND				
468-85087	ADDENDA	1			
(744411)					

CHECKED BY: REVIEWED BY: 

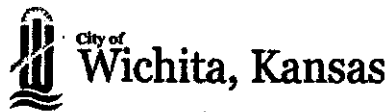
**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:**  
FB640069**Cowtown Campus Fire Alarm &  
Notification****Close Date/Time:** 4/8/2016 10:00  
AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works & Utilities**Responses:** 2

<b>Vendors</b>	<b>Complete</b>	<b>Bid Total</b>	<b>City Comments</b>
COMMERCIAL TRADESERVICES LLC	Complete	\$163,000.00	Non-Responsive. No Bid Bond.
ATLAS ELECTRIC LLC	Complete	\$236,000.00	Award 4/12/2016 Public Works & Utilities Department/Fleet & Facilities Division

**BIDS WITHIN ENGINEERS ESTIMATE**[Top of the Page](#)**Engineer's Estimate:** \$245,000.00

**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor bids by the extended cost for each commodity line on the solicitation.

Vendor Group Line

Solicitation:  
FB640069Cowtown Campus Fire Alarm &  
NotificationClose Date/Time: 4/8/2016 10:00  
AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Public Works &amp; Utilities

Responses: 2

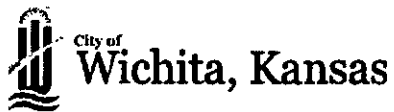
Go to: 

Line 001 | Labor, Material & Equipment for Cowtown Campus Fire Alarm and Early Warning Notification, 1871 Sim Park Drive as per Specifications & Drawings.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
COMMERCIAL TRADESERVICES LLC	1	Lump Sum	\$163,000.0000	\$163,000.00	Complete	
ATLAS ELECTRIC LLC	1	Lump Sum	\$236,000.0000	\$236,000.00	Complete	

[Top of the Page](#)



**BID RESULTS**[Registration](#)[Solicitations](#)[Document Inquiry](#)[Login](#)[Help](#)

This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line****Solicitation:** FB640011**Impact Rock Crusher****Close Date/Time:** 2/19/2016 10:00 AM CST**Solicitation Type:** Formal Bid[Return to the Bid List](#)**Award Method:** Aggregate Cost**Department:** Public Works Fleet & Facilities**Responses:** 4

Vendors	Complete	Bid Total	City Comments
BERRY TRACTOR & EQUIPMENT CO	Complete	\$614,079.00	Defer to 04/18/2016 Public Works & Utilities Department/Fleet & Facilities Division
G W VAN KEPPEL	Complete	\$656,930.00	
MURPHY TRACTOR & EQUIPMENT CO INC	Complete	\$766,257.00	
VICTOR L PHILLIPS COMPANY	In-Complete	\$0.00	

[Top of the Page](#)

THE CITY OF WICHITA  
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED  
PRELIMINARY ESTIMATES  
FOR CITY COUNCIL APRIL 12, 2016**

**PRELIMINARY ESTIMATE** of the cost of sanitary sewer improvements to serve Pearl Beach Addition, south of 29<sup>th</sup> Street North, east of Hoover. (District V) (468-85087/744411/480103) – Total Estimated Cost \$746,720.

To the City Council  
Wichita, Kansas

Date of CC 04/12/2016  
(OCA/PROJ) 744411/468-85087  
(PPN) 480-103

**THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS**

**PRELIMINARY ESTIMATE** of the cost of sanitary sewer improvements to serve Pearl Beach Addition (District V).

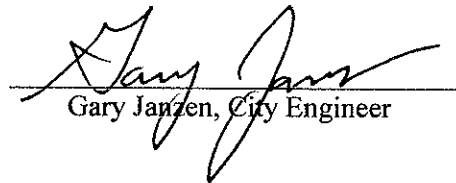
All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost

\$746,720

CITY OF WICHITA  
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

  
Gary Janzen, City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk

**PRELIMINARY ESTIMATE** of the cost of sanitary sewer improvements to serve Pearl Beach Addition, south of 29<sup>th</sup> Street North, east of Hoover. (District V) (468-85087/744411/480103) – Total Estimated Cost \$746,720.

Page \_\_\_\_\_ Exhibit \_\_\_\_\_

**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL APRIL 12, 2016**

- a. 2016 Sanitary Sewer Reconstruction Phase 3 (north of Pawnee, east of Seneca) (468-85103/620841/666005) Traffic to be maintained during construction using flagpersons and barricades. (District I,III) - \$317,000.00
- b. Paving Elder between Central and Murdock and Elm between Flora and 150' east of Elder Patterson Gardens Addition, Harvey Patterson Addition, Murdi-Cooper Addition, Shaw Addition, Nahola Addition (north of Central, east of Hoover) (472-85221/766336/490357) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$543,500.00
- c. Water Distribution System to serve Nahola Addition (north of Central, east of Hoover) (448-90699/735544/636335/470217/775070) Does not affect existing traffic. (District VI) - \$139,720.00
- d. Stormwater Sewer No. 702 to serve Nahola Addition (north of Central, east of Hoover) (468-85082/751543/485434) Does not affect existing traffic. (District VI) - \$120,000.00
- e. 2016 Condemned Sidewalk and Wheelchair Ramps (north of 63rd Street South, east of 151st Street West) (472-85288/132100/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$163,360.00
- f. City View and City View Court from the north line of Burton to and including the cul-de-sac to serve The Woods Addition (east of 151st Street West, north of Maple) (472-84361/766357/490380) Does not affect existing traffic. (District V) - \$179,300.00
- g. Lateral 432 Four Mile Creek Sewer to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (468-84824/744414/480106) Does not affect existing traffic. (District II) - \$130,000.00
- h. Water Distribution System to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (448-90557/735549/470222) Does not affect existing traffic. (District II) - \$63,800.00

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Revised Petition for Sanitary Sewer Improvements to Serve Whispering Lakes Estates Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised petition and adopt the amending resolution.

**Background:** On November 10, 2015, the City Council approved a petition for sanitary sewer improvements to serve Whispering Lakes Estates Addition. Due to change orders processed during construction, the developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

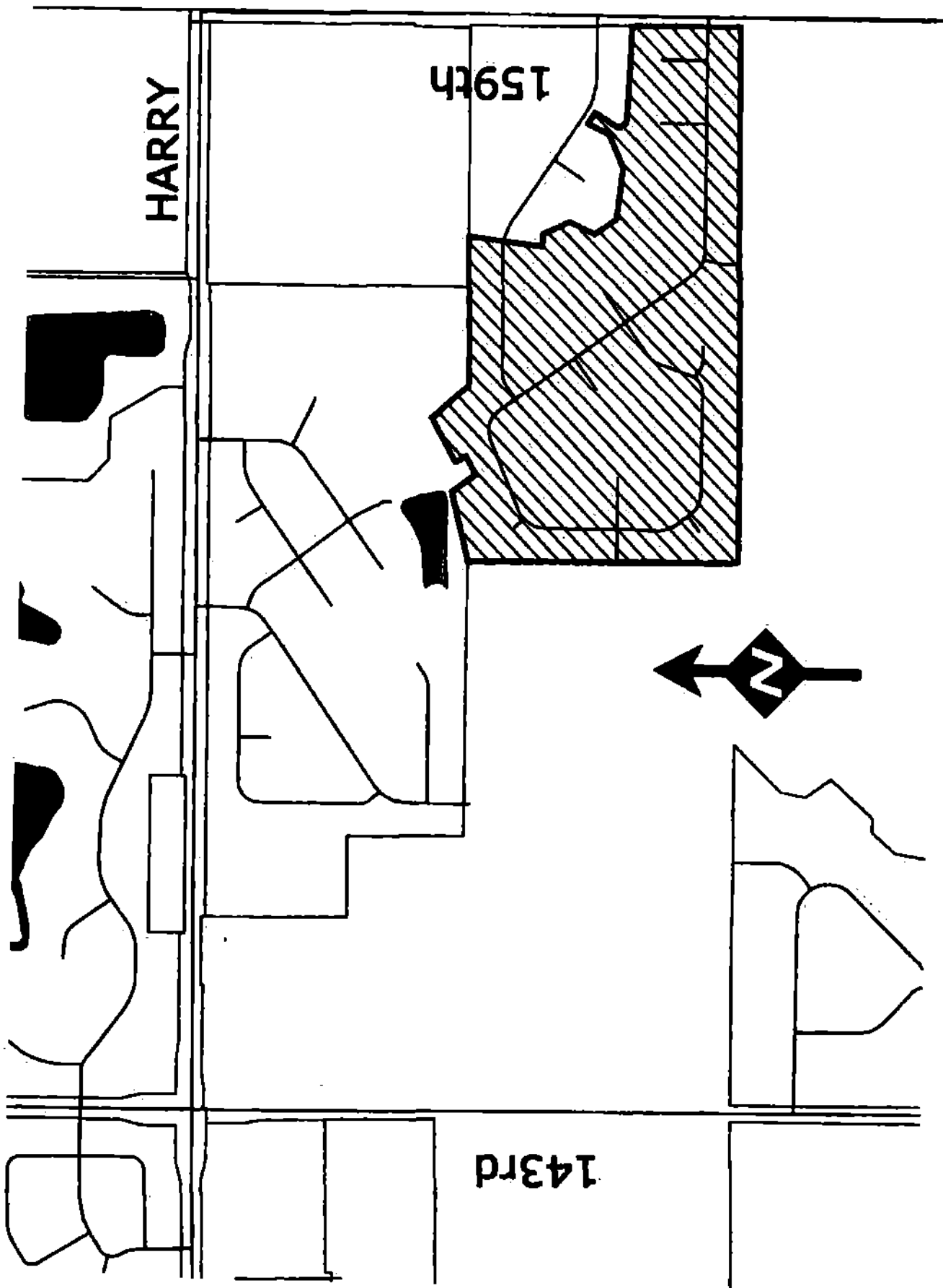
**Analysis:** The project will provide sanitary sewer improvements required for a new residential development located south of Harry, west of 159<sup>th</sup> Street East.

**Financial Considerations:** The existing petition total is \$162,000, and the revised petition total is \$182,000. The funding source is 100% special assessments.

**Legal Considerations:** The Law Department has reviewed and approved the revised petition and amending resolution as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

**Attachments:** Map, budget sheet, revised petition, and amending resolution.





# Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 480 Sewer Improvements N.I.

SUBFUND: 485 Storm Drainage N.I.

ENGINEERING REFERENCE #: 468-85049

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 04-12-16

REQUEST DATE:

PROJECT #: 480092

PROJECT TITLE: LAT 444, FMC WHISPERING LAKES ESTATES PH 4 468-85049

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: LAT 444, FMC WHISPERING LAKES ESTATES PH 4 468-85049

OCA #: 744400

OCA TITLE: LAT 444, FMC WHISPERING LAKES ESTATES PH 4 468-85049

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3 Original Budget Adjustment New Budget

9730 S.A. Bonds	\$162,000.00	\$20,000.00	\$182,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$162,000.00	\$20,000.00	\$182,000.00

## Expense Object Level 3

2999 Contractuals	\$162,000.00	\$20,000.00	\$182,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$162,000.00	\$20,000.00	\$182,000.00

NOTES:

## SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: 

Print Form

DATE: 03/17/16

DATE: 3/30/16

DATE: 3/21/16

DATE:

RECEIVED

MAR 08 2016

CITY-ENGINEERING

**PETITION**

**Sanitary Sewer – Whispering Lakes Estates Phase 4**

Replaces 468-85049  
Lat 444, FMC

TO: The Mayor and City Council (the "Governing Body")  
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: One hundred Eighty Two Thousand Dollars (\$182,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

**Whispering Lakes Estates Phase 4**

**Lot 1, Block 3**

**Lots 2 – 15, Block 4**

**Lots 1 – 11, Block 5**

(d) The proposed method of assessment is: equally per lot (26 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

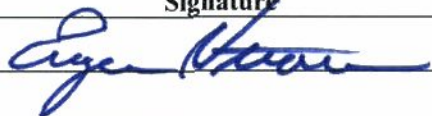
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	3/7/16	Lot 1, Block 3; Lots 2-15 Block; Lots 1-11, Block 5

\*\*\*\*\*

THIS PETITION was filed in my office on March 8, 2016



  
Deputy City Clerk

(Published in the *Wichita Eagle*, on \_\_\_\_\_)

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 444, FOUR MILE CREEK - WHISPERING LAKES ESTATES PHASE 4/SOUTH OF HARRY, WEST OF 159<sup>TH</sup> STREET EAST) (468-85049).**

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 15-235 and Resolution No. 15-359** of the City (the "Prior Resolution") authorized certain internal improvements; and

**WHEREAS**, the estimated or probable costs of the proposed Improvements has increased.

**WHEREAS**, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolutions; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* and 12-693 (the "Act"); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").**

(b) The estimated or probable cost of the Improvements is **One Hundred Eighty-Two Thousand Dollars (\$182,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**WHISPERING LAKES ESTATES PHASE 4**

Lot 1, Block 3

Lots 2-15, Block 4

Lots 1-11, Block 5

(d) The method of assessment is: **equally per lot (26 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures authorized by **Resolution No. 15-235** made on or after the date which was 60 days before the adoption of said resolution, and additional expenditures authorized by **Resolution No. 15-359**, made on or after the date which was 60 days before the date of adoption of **Resolution No. 15-359**, and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.



**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.


(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney  
and Director of Law

**RESOLUTION NO. 16-072**

**A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 444, FOUR MILE CREEK – WHISPERING LAKES ESTATES PHASE 4/SOUTH OF HARRY, WEST OF 159<sup>TH</sup> STREET EAST) (468-85049).**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 15-235 and Resolution No. 15-359** of the City (the “Prior Resolution”) authorized certain internal improvements; and

**WHEREAS**, the estimated or probable costs of the proposed Improvements has increased.

**WHEREAS**, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolutions; and

**WHEREAS**, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* and 12-693 (the “Act”); and

**WHEREAS**, the Governing Body hereby finds and determines that said Petition was signed by a **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:**

**Section 1. Repealer.** The Prior Resolutions are hereby repealed.

**Section 2. Findings of Advisability.** The Governing Body hereby finds and determines that:

- (a) It is advisable to make the following improvements:

**Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the “Improvements”).**

(b) The estimated or probable cost of the Improvements is **One Hundred Eighty-Two Thousand Dollars (\$182,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

**WHISPERING LAKES ESTATES PHASE 4**

Lot 1, Block 3  
Lots 2-15, Block 4  
Lots 1-11, Block 5

(d) The method of assessment is: **equally per lot (26 lots)**.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

**Section 3. Authorization of Improvements.** The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

**Section 4. Plans and Specifications.** The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

**Section 5. Bond Authority; Reimbursement.** The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures authorized by **Resolution No. 15-235** made on or after the date which was 60 days before the adoption of said resolution, and additional expenditures authorized by **Resolution No. 15-359**, made on or after the date which was 60 days before the date of adoption of **Resolution No. 15-359**, and to reimburse additional expenditures authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

**Section 6. Effective Date.** This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on April 12, 2016.



(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney  
and Director of Law

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Food Trucks at the Fountains (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Kary Taylor, WaterWalk, is coordinating the Food Trucks at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Food Trucks at the Fountains April 24, 2016 9:00 am – 3:00 pm**

- South Water Street, Dewey Street to Waterman Street
- WaterWalk Place, South Water Street to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Friday Nights at the Fountains (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Kary Taylor, WaterWalk, is coordinating the Friday Nights at the Fountains event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Friday Nights at the Fountains April 15, 2016 10:00 am – 9:00 pm**

- South Water Street, Dewey Street to Waterman Street
- WaterWalk Place, South Water Street to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Heartspring’s 9th Annual Autism CARE Walk  
(Districts I and IV)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Hannah Henning, Heartspring, is coordinating the Heartspring’s 9th Annual Autism CARE Walk with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Heartspring’s 9th Annual Autism CARE Walk April 23, 2016 9:00 am – 12:00 pm**

- South Wichita Street, West Waterman Street to West Lewis Street
- West Lewis Street, South Wichita Street to McLean Boulevard
- McLean Boulevard, West Lewis Street to West 1<sup>st</sup> Street North
- North Sycamore Street, McLean Boulevard to West Douglas Avenue
- West Douglas Avenue, North Sycamore Street to McLean Boulevard

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
April 12, 2015

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Wichita Great Strides Walk (Districts IV and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure the event promoter, Tiffany Wilson, Cystic Fibrosis Foundation, is coordinating the Wichita Great Strides Walk event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Wichita Great Strides Walk May 7, 2016 9:30 am – 12:30 pm**

- West Central Avenue, Nims North to Museum Boulevard
- Museum Boulevard, West Central Avenue to Sim Park Drive
- Sim Park Drive, Museum Boulevard to West Murdock Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** This action complies with the ordinance on street closures for community events.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for Paving Improvements to the Estancia Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Design Agreement No. 1.

**Background:** On January 19, 2016, the City Council approved a design agreement with MKEC Engineering, Inc. (MKEC), for paving improvements to the Estancia Addition.

**Analysis:** The project has now reached the staking and inspection phase. Due to engineering field staff's current workload, a supplemental agreement has been prepared for MKEC to provide the additional services.

**Financial Considerations:** The original design services fee was \$54,250. The cost of the additional services is \$56,578, which brings the total design fee to \$110,828. Funding is available within the existing budget, approved by the City Council on September 15, 2015, and is 100% funded by special assessments.

**Legal Considerations:** Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

**Attachment:** Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED JANUARY 19, 2016  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
MKEC ENGINEERING, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

**WITNESSETH:**

WHEREAS, there now exists an Agreement (dated January 19, 2016) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **ESTANCIA ADDITION, PHASE 1:**

ESTANCIA, MIRABELLA, POPPY to serve Estancia Addition, Phase 1 (east of Ridge Road, north of 37<sup>th</sup> Street North) (Project No. 472-85243\_766355).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein);

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING, INSPECTION & AS-BUILT**  
(as per the City of Wichita Standard Construction Engineering Practices)

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

**Estancia, Mirabella, Poppy (472-85243\_766355): \$56,578.00**

**C. COMPLETION**

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **N/A**.
- (b) Office check plans by **N/A**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 31, 2016**.

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

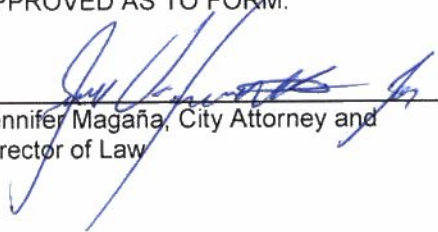
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

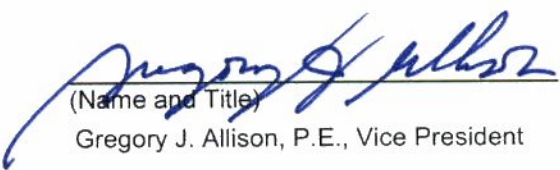
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and  
Director of Law

MKEC ENGINEERING, INC.

  
\_\_\_\_\_  
(Name and Title)

Gregory J. Allison, P.E., Vice President



City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for Paving Improvements to the Estancia Commercial Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Design Agreement No. 1.

**Background:** On December 8, 2015, the City Council approved a design agreement with MKEC Engineering, Inc. (MKEC), for paving improvements to the Estancia Commercial Addition.

**Analysis:** The project has now reached the staking and inspection phase. Due to engineering field staff's current workload, a supplemental agreement has been prepared for MKEC to provide the additional services.

**Financial Considerations:** The original design services fee was \$96,250. The cost of the additional services is \$49,232, which brings the total design fee to \$145,482. Funding is available within the existing budgets, approved by the City Council on September 15, 2015 and March 15, 2016, and is 100% funded by special assessments.

**Legal Considerations:** Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

**Attachment:** Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 8, 2015  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
MKEC ENGINEERING, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

**WITNESSETH:**

WHEREAS, there now exists an Agreement (dated December 8, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **ESTANCIA COMMERCIAL ADDITION, PHASES 1 & 2:**

PALMETTO, VILLAGE CIRCLE to serve Estancia Commercial Addition, Phase 1 (east of Ridge Road, north of 37<sup>th</sup> Street North) (Project No. 472-85241\_766350).

SUMMITLAWN to serve Estancia Commercial Addition, Phase 2 (east of Ridge Road, north of 37<sup>th</sup> Street North) (Project No. 472-85242\_766351).

WHEREAS, Paragraph IV. B. of the above referenced Agreement provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**STAKING, INSPECTION & AS-BUILT**  
(as per the City of Wichita Standard Construction Engineering Practices)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Palmetto, Village Circle (472-85241_766350):	\$42,712.00
Summitlawn (472-85242_766351):	\$ 6,520.00
<b>TOTAL:</b>	<b>\$49,232.00</b>

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

- (a) Field check plans of the project for distribution to utilities by **N/A**.
- (b) Office check plans by **N/A**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 31, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

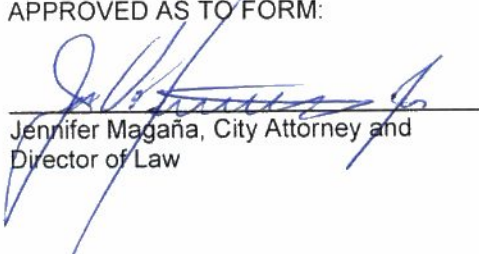
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and  
Director of Law

MKEC ENGINEERING, INC.

  
\_\_\_\_\_  
(Name and Title)  
Gregory J. Allison, P.E., Vice President

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
MARCH 2016**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Abstracts, Title Insurance and Other Related Services	3/31/2017	Security 1st Title, LLC	City Manager's Office	4/1/2015-3/31/2016	1 - 1 year option
Auto Glass - Furnish & Install for Vehicles & Mechanized Equipment	3/31/2017	American Auto Glass, Inc.	Various	4/1/2015 - 3/31/2016	1 - 1 year option
Batteries, Automotive and Commercial	3/31/2017	Poorman Automotive Warehouse	Various	4/1/2015 - 3/31/2016	1 - 1 year option
Carpet, Installation & Repair	3/31/2017	National Flooring LLC	Housing & Community Services	4/1/2014 - 3/31/2015	Last option
Demolition & Site Clearing Services - Primary Contractor	3/31/2017	Bradburn Wrecking Company, Inc.	MABCD and Public Works & Utilities	4/1/2015 - 3/31/2016	1 - 1 year option
Demolition & Site Clearing Services - Secondary Contractor	3/31/2017	H. D. Mills & Sons, Inc.	MABCD and Public Works & Utilities	4/1/2015 - 3/31/2016	1 - 1 year option
Furniture, Herman Miller Office Systems	3/31/2017	John A Marshall Co.	Finance	06/12/2003 - 06/11/2006	Annual basis
Graphic Design Services for Stormwater Marketing Efforts	3/31/2016	Rowley Snyder Ablah Inc. dba RSA Marketing Services	Public Works & Utilities	4/1/2013 - 3/30/2014	2 - 1 year options
Landscape Maintenance at the Water Center	3/31/2016	Premier Landscaping, Inc.	Public Works & Utilities	4/1/2015 - 3/31/2016	2 - 1 year options
Legal Services related to City's Acquisition of Property & Rights-of-way under its Eminent Domain Authority	3/31/2017	Orrick & Erskine, L.L.P.	Law	4/17/2012 - 3/31/2013	Last option
Locks	3/31/2017	Central Key & Safe Co., Inc.	Park and Recreation	4/1/2015 - 3/31/2016	1 - 1 year option
Mow, Edge & Trim - Fire Training Academy	3/31/2017	Dragonfly Lawn & Tree Care LLC	Fire	4/1/2014 - 3/31/2015	Last option
Mow, Edge, Trim at the Water Center	3/31/2017	Professional Landscaping Services, LLC	Public Works & Utilities	4/1/2015 - 3/31/2016	1 - 1 year option
Mow & Maintenance EOD Range & Air Section	3/31/2017	Dragonfly Lawn & Tree Care LLC	Police	4/1/2014 - 3/31/2015	Last option
Mow, Edge, Trim - Police Facility @ 1903 W. Pawnee	3/31/2017	Professional Landscaping Services	Police	4/7/2014 - 3/31/2015	Last option
Mowing - Private Lot	3/31/2017	Professional Landscaping Services, LLC	Park & Recreation	4/15/2014 - 3/31/2015	Last option
Mowing, Drainageway	3/31/2016	Commercial Lawn Management of Wichita, Inc.	Public Works & Utilities	4/1/2013 - 3/31/2014	2 - 1 year options
Pest & Termite Control, Roach Spraying and Bed Bug Services	3/31/2017	Go Green Pest Control Inc.	Housing & Community Services	4/1/2015 - 3/31/2016	1 - 1 year option
Rip Rap 5 x 9, 18" and 24"	3/31/2017	H-Excavating LLC	Public Works & Utilities	4/1/2015 - 3/31/2016	1 - 1 year option
Sewer Cleaning Services	3/31/2017	Thorne Companies, Inc. dba Tom's Sewer Service	Various	4/1/2015 - 3/31/2016	1 - 1 year option
Special Liquor Tax Funds Administration (of)	3/31/2017	Comcare-Sedgwick County, Kansas	City Manager	4/1/2013 - 3/31/2014	1 - 1 year option
Swim Suits for Park Pool Staff	3/31/2017	Water Safety Products, Inc.	Park & Recreation	4/1/2015 - 3/31/2016	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$50,000  
MARCH 2016**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$50,000  
DIRECT PURCHASE ORDERS FOR MARCH 2016**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Cogsdale Holdings LTD	DP640157	Software Maintenance/Support	\$138,356.24		
Dataedge Solutions Corp.	DP640170	Software Maintenance/Support	\$55,600.00		

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Community Events with alcohol consumption – Resolution (District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution.

**Background:** An annual community event application with alcohol consumption allowed at various events has been submitted for the 2016 WaterWalk Events occurring between April 24 and November 5, 2016. In accordance with Sections 4.04.040(a)(1) and 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required authorizing consumption of alcoholic liquor on public streets, alleys or sidewalks which have been closed to motor vehicle traffic during such licensed community events. The City Council has approved the request for street closures involved in these events which are depicted on the attached map. The Temporary Entertainment District for each event includes portions of south Water Street from the east Hyatt Parking Lot D entrance to Dewey Street and portions of Waterwalk Place from Water Street to the south Hyatt Parking Lot D entrance.

**Analysis:** Staff has reviewed the application for the annual community event permit with consumption of alcoholic liquor on public streets, alleys or sidewalks, including Food Trucks at the Fountains, KEYN Summer Concert Series, and Friday Nights at the Fountains, and based upon the factors set forth in Section 3.11.080 of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the annual event permit including the individual events as set forth in the Resolution.

**Financial Consideration:** The event sponsor is responsible for all costs associated with the special events.

**Legal Consideration:** The Law Department has prepared and approved as to form the proposed Resolution.

**Recommendation/Actions:** It is recommended that the City Council adopt the Resolution.

**Attachments:** Resolution, Community Event Application for 2016 WaterWalk Events and map of proposed site for consumption of alcoholic liquor for the events.

## **RESOLUTION NO. 16-075**

### **A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING VARIOUS 2016 WATERWALK COMMUNITY EVENTS**

WHEREAS, the City Council has approved an annual community event permit for 2016 WaterWalk Events, which are various events that will occur from April 24, 2016 through November 5, 2016.

WHEREAS, the City Council has approved the following public streets to be closed to vehicular traffic for such events as follows:

1. Water Street from a point just south of the east entrance to Hyatt Parking Lot D to a point just north of the north curb line of Dewey Street.
2. Waterwalk Place from the west curb line of Water Street to a point just east of the south entrance to Hyatt Parking Lot D.

WHEREAS, the City Council approved the closure of such street with the consumption of alcoholic liquor allow upon the dates and during the times as follows:

1. Food Trucks at the Fountains events, street closures from 9:00 a.m. to 3:00 p.m. with alcoholic liquor consumption from 11:30 a.m. to 2:00 p.m. on each of the following dates
  - April 24, 2016
  - May 22, 2016
  - June 26, 2016
  - July 31, 2016
  - August 28, 2016
  - September 25, 2016
  - October 30, 2016
2. KEYN Summer Concert Series events, street closures from 7:30 a.m. to 11 p.m. with alcoholic liquor consumption from 6:30 p.m. to 10:00 p.m. on each of the following dates:
  - July 8, 15, 22 and 29, 2016
  - August 5 and 12, 2016
3. Friday Nights at the Fountains events, street closures from 10:00 a.m. to 9:00 p.m. with alcoholic liquor consumption from 5:00 p.m. to 8:00 p.m. on each of the following dates:
  - April 15, 2016
  - May 20, 2016
  - June 17, 2016
  - July 16, 2016
  - August 19, 2016
  - September 16, 2016
  - October 21, 2016

WHEREAS, for each of the above-listed 2016 WaterWalk Events, a temporary permit for the sale and consumption of alcoholic liquor will be applied for and issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution, or the alcoholic liquor will be sold by a caterer licensed through the State of Kansas and the City of Wichita

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the 2016 WaterWalk Events as set forth above and to occur upon the dates and during the times above stated.

**ADOPTED** by the governing body of the City of Wichita, Kansas, this 12<sup>th</sup> day of April, 2016.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett  
City Clerk

Approved as to Form:

\_\_\_\_\_  
Jennifer Magaña, City Attorney and  
Director of Law



## GENERAL INFORMATION

1. Event title: 2016 WaterWalk Events

2. Event date(s): See Attached Event time(s): See Attached

Outdoor entertainment may take place from 8 a.m. until 11 p.m. Sunday through Thursday and from 8 a.m. until midnight on Friday and Saturday (*Municipal Code Section 3.11.155*).

3. Where will event take place? (Check all that apply):

☒ Public Property

☒ Private Property

☐ Park Property

4. Estimated attendance: 800 Attendance in previous year: 800

5. Event address for permit: 515 S. Main St. Suite 108

6. Event webpage: <http://www.wichitawaterwalk.com/waterwalk-happenings.html>

7. Event promoter: Wichita WaterWalk

Main contact name: Kary Taylor

Promoter address: 515 S. Main St. Wichita Ks.

Phone: 316.219.6060 Mobile: 316.806.7135

E-mail address: [karytaylor@wichitawaterwalk.com](mailto:karytaylor@wichitawaterwalk.com)

8. Will the event include any of the following? (Check all that apply and see page 9 for more details and fees)

☐ Animal Exhibition

☐ Carnival

☐ Circus

☐ Fireworks

☐ Live Entertainment

☐ Parade

☐ Tents (See Page 9)

☐ Temporary Amusement Rides (includes inflatables)

☐ Walk/Run/Marathon

☐ Street Closure

☐ Wedding

☐ Petting Zoo (includes pony rides)

☐ Food Trucks (See Page 18)

☐ Other Click here to enter text.

## STREET CLOSURES

1. Are you requesting street closures? (Check one; security requirements must be met and \$25 street closure fee paid)

☐ Yes or ☐ No

All affected property owners and residents are required to be notified of the intended street closure in writing. Notifications must be mailed or made in person approximately six weeks before the event. Notification by e-mail is acceptable. Written notifications should be prepared on paper or postcards using colors that are highly visible and should include the name of the event, any sponsoring organization, date and time frames of the event, name and contact information for the Division of Arts and Cultural Services as well as for the event promotor, website for the event as well as the time, duration and names of streets that will be closed. Street closures may be listed online instead of on the written notification; however, the written notification must refer all property owners and residents to the website to view street closures. It is also understood that street closures will be listed online prior to the notifications being mailed or delivered. Please include a copy of the list of affected property owners with the completed application. (See page 10 for example notification.)

Closure of any street requires adequate signage, barricades and Wichita Police Department officers hired by the applicant. Only temporary street markings are allowed and must be removed immediately upon completion of the event.

For additional information about street closures, please contact your neighborhood Wichita Police Department Patrol Station using the contact information listed on page 6.

2. Please list dates(s)/time/location of street closures, attach a separate sheet if needed.

See attached- Street closures processed separately

## TRANSIENT MERCHANTS

Transient Merchants are described as vendors selling goods, including food, at events between 7:00 a.m. until midnight.

**1. Will food and/or non-alcoholic beverages be sold and/or served? (Check One)**

☒ Sold or ☐ Served ☐ Neither

**2. If you answered yes to question 1, please complete the section below. (See page 9 and Appendix B for more information.)**

Describe type of food or beverages being served or sold (example: packaged, catered or cooked on site): Food Trucks

Please attach a list (*see page 11*) of all vendors selling food and/or beverages along with their contact information, driver's license number, phone number, birthdate, KDA license number and a copy of their sales tax certificate. If each individual vendor does not have a sales tax certificate, it is the responsibility of the promoter to obtain a blanket sales tax certificate for the event. It is the responsibility of the promotor to pay the fees associated with all vendors.

Some food vendors may not be required to obtain a KDA license. Please contact KDA at 1-785-564-6767 to see if your operation requires a state food license. If your operation does not require a KDA license please complete the checklist on pages 13 and 14.

**3. Please attach a list (*see page 12*) that includes any additional vendors who will be providing complimentary food or beverage. Include contact information for each vendor. (Food may not be prepared in a home kitchen.)**

**4. Will other goods be sold? (Check One)**

☐ Yes or ☒ No

**5. Please attach a list that includes any additional vendors, organizations or individuals who will be selling goods. Include contact information and a driver's license number for each vendor.**

**6. Please include the location of all vendors on the site map.**

## CMB AND/OR ALCOHOLIC LIQUOR

### Will Alcoholic Liquor and/or Cereal Malt Beverages be sold?

Cereal Malt Beverage (CMB) has alcohol content of 3.2 percent or less. Alcoholic Liquor has alcohol content above 3.2 percent.

☒ Yes or ☐ No

If you answered yes, please complete the section below. A license for the sale of Alcoholic Liquor and/or CMB must be obtained through the City Licensing Office by going online to [Wichita.gov](http://Wichita.gov), clicking on "Government," selecting "Finance" and then selecting "Business Licensing." The Licensing Department can also be reached by calling 316-268-4553. Your application for the sale of Alcoholic Liquor and/or CMB can be submitted at the same time as this application. Please allow a **minimum of 45-days** for the approval process.

On-site alcohol supervisor name: Xclusive Bartending- Crystal McDonald

Address: 709 W. 30th St. S City: Wichita State: Ks Zip: 67217

Phone: 316.285.9227 Mobile: 316.285.9227

E-mail: crystal@xclusive.com

### Rules for Park Property:

- Most public parks do not allow Alcoholic Liquor on site.
- CMB may be brought onto most park grounds.
- Selling alcohol, concessions, services or products in park facilities or on park property is strictly prohibited without the Park Director's approval (*Municipal Code Section 9.03.200*).

### Rules for Other Public Spaces:

- Events where CMB is sold, require application fees, written City Council approval and a Special Event Retailer's permit to sell CMB. Sales must be in a defined area, which can include streets, and must comply with City code regarding lighting and fencing of outdoor areas (Section 4.12.215). CMB may not be sold through a caterer's license.
- Events where Alcoholic Liquor is sold require application fees and either a temporary permit or caterer's license from **both** the State of Kansas Division of Alcoholic Beverage Control (ABC) and the City of Wichita. A copy of **both** permits and the event site plan should be posted at the event and available for inspection upon request by any law enforcement officer or officer/agent of the ABC Division Director.
- Events where Alcoholic Liquor is sold and that also include the use of City streets, sidewalks or alleys require both a Temporary Entertainment District (TED) resolution and street closures approved by the Wichita City Council. A TED is a defined area that includes public streets, sidewalks or alleys where the consumption of alcohol is allowed by state law. Additional information on the use of a TED in connection with a Community Event may be obtained from the Community Event staff.
- Applicant must comply with the City code for sale of both CMB and Alcoholic Liquor (Section 3.11.065).
- If the event's defined area does not involve a City street, sidewalk or alley or is on private property,, Alcoholic Liquor may be sold pursuant to either a temporary permit or a caterer's license.
- Alcoholic Liquor or CMB may not be given away at a Community Event, except that complimentary alcoholic beverages may be included as part of a Community Event's participation or registration fee if the event is a fund raiser for a charitable or political organization. Additional information regarding this may be obtained from community event staff.



- CMB license and Alcoholic Liquor permit specifications include:
- No more than three consecutive days for Alcoholic Liquor, for CMB for the duration of the event up to a maximum of 30 days.
- No more than four events annually to the same applicant for either CMB or Alcoholic Liquor.
- No sales between the hours of midnight and 6:00 a.m. for CMB.
- No sales between the hours of 2:00 a.m. and 9:00 a.m. for Alcoholic Liquor.

### ADDITIONAL INFORMATION

Event organizers are asked to monitor sound levels so they do not exceed what is allowed for the event area and are in compliance with City Code (*Chapter 7.41*). If organizers would like to request an application for sound amplification authorization, they can contact the Division of Arts & Cultural Services through [specialevents@wichita.gov](mailto:specialevents@wichita.gov) or by calling 316-303-8000. Organizers should respond in a timely and effective manner to requests by City representatives regarding the sound level. The Wichita Police Department or authorized representatives of the City may cancel musical performances or events for substantial or repeated violations.

It is expected that organizers and promoters of events should leave sites in the same or better condition. Based on industry standards, one trash container is necessary for every 100 people. In all instances, organizers should make arrangements for trash and debris to be picked up after the event concludes. For events that last more than four hours, trash and debris should be collected during the event. Trash containers must be removed from event site within 24 hours of the conclusion of the event.

It is also expected that organizers and promoters provide an adequate number of portable restrooms based on industry standards. One portable restroom is necessary per 100 people. For events of four hours or more, organizers should make arrangements for service by the provider during the event. Portable restrooms must be removed from the site within 24 hours of the conclusion of the event.

Finally, organizers are expected to work with the Wichita Police Department (WPD) to determine security requirements for their event. Officers can be reached at the following numbers:

<b>Patrol North</b>	<b>Patrol East</b>	<b>Patrol West</b>	<b>Patrol South</b>
350-3400	350-3420	350-3460	350-3440

### SIGNATURES

I, Kary Taylor, the applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I give consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations. (Please print this page, sign and scan it to include with the electronic version of your application.)

Kary Taylor  
Signature of Event Applicant

2/18/2016  
Date

[Signature]  
Signature of City of Wichita Representative

2/27/2016  
Date

## ADDITIONAL DOCUMENTS

The following is a list of documents, in addition to those mentioned earlier, that should accompany the Community Event application. Please include all applicable items at the time you submit your application:

### ☒ Site Plan

Site plans illustrate the setup of the event and the traffic flow to and around the defined area. Site maps may be hand drawn or created from maps available on the Internet. All site maps must be legible and should contain:

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Clearly identify streets that are requested for closure | <input type="checkbox"/> Define the gated area where Alcoholic Liquor or Cereal Malt Beverage will be consumed (if applicable): |
| <input checked="" type="checkbox"/> Locate and label the location of:                       | <input type="checkbox"/> Locate and label location of "No Alcohol Beyond This Point" signs                                      |
| <input checked="" type="checkbox"/> Food and goods vendor(s)                                | <input type="checkbox"/> Locate and label point of sale for Alcoholic Liquor  |
| <input checked="" type="checkbox"/> Barricades  | <input type="checkbox"/> Mark all areas where attendees can enter or exit the gated area  |
| <input type="checkbox"/> Tent(s)  |   |
| <input checked="" type="checkbox"/> Stage(s)  |   |
| <input type="checkbox"/> Portable restrooms   |   |
| <input type="checkbox"/> Trash receptacles/dumpsters  |   |
| <input type="checkbox"/> Temporary amusement park or inflatable rides                       |   |

### ☒ Certificate of Insurance *(only required for events occurring on public or park property)*

A minimum amount of \$500,000 public liability insurance and \$50,000 property damage insurance is necessary, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

### ☒ Signed approval letter by the private property/business owner (if applicable)

Required for all events that involve the use of private property not owned or managed by the applicant. The letter should be on letterhead (if applicable) releasing the City of Wichita of liability. **If the event takes place on park property and involves the use of portable stage/bleachers, this approval letter must also be notarized.**

ACORD™

Client#: 1254314

WATERWP

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>USI Midwest, CL Wichita</b> <b>245 N Waco Ste 300</b> <b>Wichita, KS 67202</b> <b>316 263-3211</b>		<b>CONTACT NAME:</b> Susan Kempton <b>PHONE (A/C, No, Ext):</b> 316 494-6173 <b>FAX (A/C, No):</b> 316 263-6995 <b>E-MAIL ADDRESS:</b> susan.kempton@usi.biz															
<b>INSURED</b> <b>WaterWalk WP, Inc.</b> <b>WaterWalk Place Owners' Association</b> <b>8621 E 21st St N Ste 250</b> <b>Wichita, KS 67206-3756</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		35857119	10/18/2015	10/18/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			79859149	10/18/2015	10/18/2016	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-IER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: 515 S. Main, Wichita, KS.

Certificate Holder is an Additional Insured as respects to General Liability and coverage applies only as respects the Certificate Holder's Interest in the above referenced location. All coverage terms, conditions and exclusions of the policy apply. This Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>City of Wichita</b> <b>455 N. Main</b> <b>Wichita, KS 67202</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

ACORD 25 (2014/01) 1 of 1  
 #S17267601/M16414244

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SDKAS



# Food Trucks at the Fountains 2016 List

Truck Name	First	Last	Address	City	State	Zip	Phone	DL	KDA	Email	Paid
Big Chili Ice Cream	Carla	Kryston	104 E 29th St. N.	Wichita	KS	67219	316.736.9663	K02-43-5357	118894	speedycarla@aol.com	1038
Noble House Hawaiian Plate	Natalie	Burris	2110 S. Prescott St.	Wichita	KS	67209	785.221.9457	K00-74-6491	119032	bruddahxx@gmail.com	1116
Kind Kravings	Rochelle	Collins	1929 W. 29th St. N.	Wichita	KS	67204	316.302.3992	K00-61-9917	119570	kindkravings@yahoo.com	1021
Let'm Eat Brats	Manuel	English	108 S. Pinecrest	Wichita	KS	67218	316.617.2675	K00-92-6202	115898	letmeatbrats@gmail.com	2441
The Brown Box Bakery	Anna	Hastings	3612 N. Forest Ridge Ct.	Wichita	KS	67205	316.633.3709	K03-33-1403	118676	thebrownboxbakery@gmail.com	210
Funky Monkey Shaved Ice	Jerry	Young	1701 S. Dodge	Wichita	KS	67213	620.635.0861	K02-92-7068	7158	funkymonkeyshavedice@gmail.com	105
Kona Ice of Wichita	Matt & Carmond	Young	13629 W. Ponderosa Ct.	Wichita	KS	67235	316.644.3933	K00-11-0380	6521	funkymonkeyshavedice@gmail.com	1507
Garden of Eatin'	Rebecca	Amos	350 S. Fountain	Wichita	KS	67218	316.260.2201	K02-00-0450	17011	myyoung@kona-ice.com	1507
Strada by Luciano's	Karla or Nancy	Mottola	216 W. Main	Mulvane	KS	67110	316.777.0045	K01-75-1414	2017-38226	gardenofeatinfoodtruck@gmail.com	5181
Falling Star Concessions	Peter	Mader	4393 SW 135th	Augusta	KS	67010	316.207.1544	K00-38-6686	115978	restaurantlucianos@hotmail.com	17843
Brickhouse BBQ	Sterling	McPhaul	2419 N Bramblewood	Wichita	KS	67266	620.430.3062	K00-68-5011	113850	greedymader@hotmail.com	75264
BS Sandwich Press	Jodi	Buchanan	2713 N. Rough Creek Rd	Derby	KS	67037	316.494.3735	K00-22-6822	17647	stealing.mcphaul62@gmail.com	621969
RT's Hog Pit	Ron	Widener	4545 S. Laclede St	Wichita	KS	67217	316.880.8859	K00-10-9680	120343FE	bisandwichpress@yahoo.com	1553
Hopperoni Express	Brian	Robinson	535 N. Woodlawn #375	Wichita	KS	67208	316.992.8885	K01-30-1605	115806	tshogpit@gmail.com	1823
The Kamayan Truck	Alan	Albarracin	3171 N. Forest Lakes	Wichita	KS	67205	316.768.0832	K01-25-4706	5628	hopex@wichitabrew.com	1505
Chino's Parrilla	Tasha	Schran	803 S. Drury Ln	Wichita	KS	67207	785.383.7926	K01-18-9151	5729	lechonbaboi@cox.net	107
The Flying Stove	Jeff	Schaut	12016 W. Briarwood Cir	Wichita	KS	67235	316.609.9016	D27-81-446	W812921R	tashaherrera@hotmail.com	17-362561413
Funky Monkey Munchies	Lisa	Palacios	1632 S. Gold	Wichita	KS	67213	316.390.0492	K00-32-6397	118790	theflyingstove@gmail.com	1469
Lynn's Curbside Cookout	Kendra	Hill	224 S. Green St.	Wichita	KS	67211	316.390.1239	K00-37-3722	7525	funkymonkeymunchies@yahoo.com	Cash
Sunflower Espresso	Catherine	Clause	722 S. Chautaugua Ave	Wichita	KS	67211	316.559.3047	K12-25-2008		curbside@yahoo.com	1077
										sunflowerespresso@gmail.com	1034

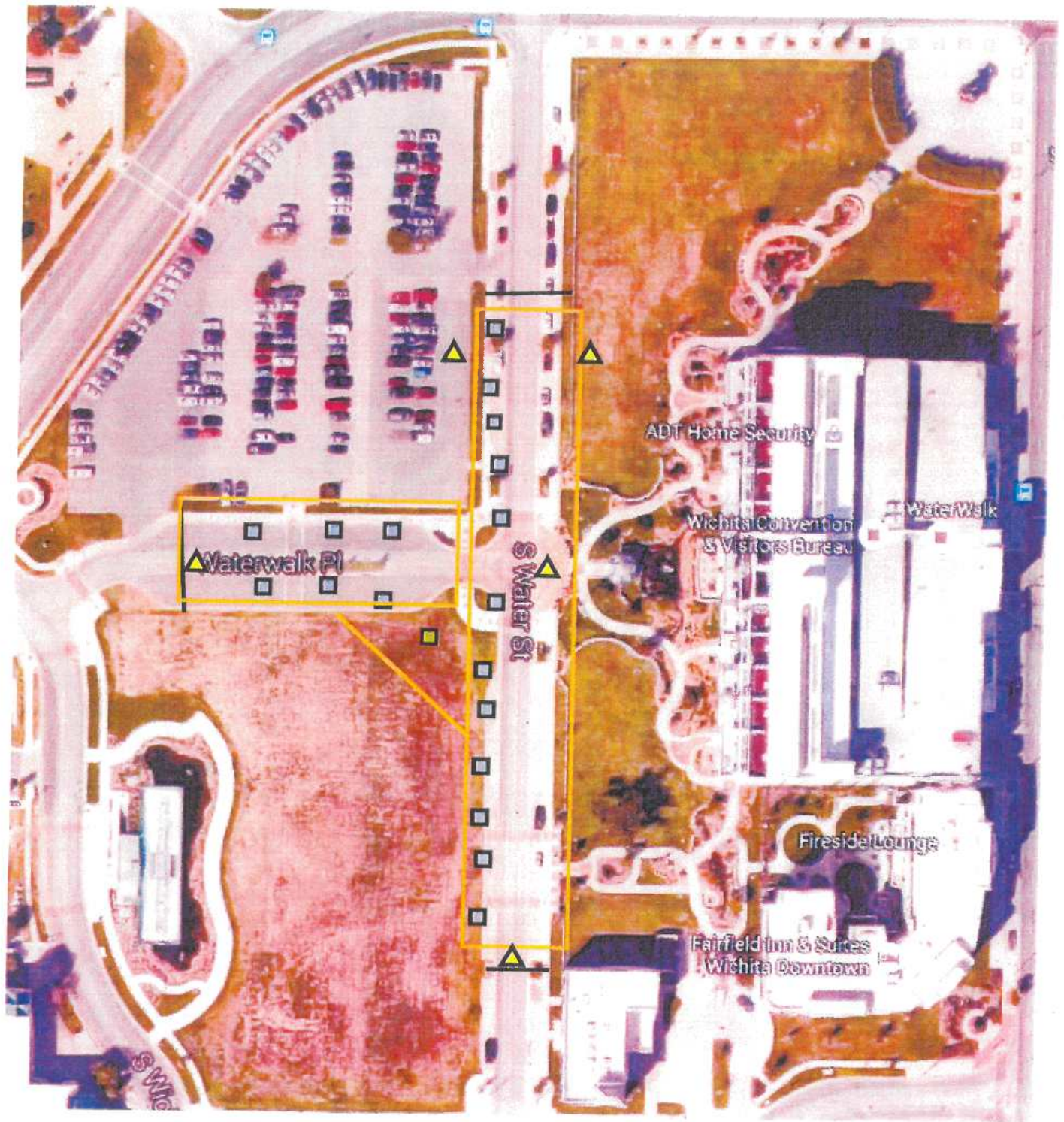


# 2016 WaterWalk Events

Event Name	Date	Street Closure Times	Event Times
Food Trucks at the Fountains	3/20/2016	9 am - 3:00 pm	11:30 am - 2 pm
Food Trucks at the Fountains	4/24/2016	9 am - 3:00 pm	11:30 am - 2 pm
Food Trucks at the Fountains	5/22/2016	9 am - 3:00 pm	11:30 am - 2 pm
Food Trucks at the Fountains	6/26/2016	9 am - 3:00 pm	11:30 am - 2 pm
Food Trucks at the Fountains	7/31/2016	9 am - 3:00 pm	11:30 am - 2 pm
Food Trucks at the Fountains	8/28/2016	9 am - 3:00 pm	11:30 am - 2 pm
Food Trucks at the Fountains	9/25/2016	9 am - 3:00 pm	11:30 am - 2 pm
Food Trucks at the Fountains	10/30/2016	9 am - 3:00 pm	11:30 am - 2 pm
KEYN Summer Concert Series	7/8/2016	7:30 am - 11 p.m.	6:30 pm - 10 pm
KEYN Summer Concert Series	7/15/2016	7:30 am - 11 p.m.	6:30 pm - 10 pm
KEYN Summer Concert Series	7/22/2016	7:30 am - 11 p.m.	6:30 pm - 10 pm
KEYN Summer Concert Series	7/29/2016	7:30 am - 11 p.m.	6:30 pm - 10 pm
KEYN Summer Concert Series	8/5/2016	7:30 am - 11 p.m.	6:30 pm - 10 pm
KEYN Summer Concert Series	8/12/2016	7:30 am - 11 p.m.	6:30 pm - 10 pm
Friday Nights at the Fountains	4/15/2016	10 am - 9 pm	5 pm - 8 pm
Friday Nights at the Fountains	5/20/2016	10 am - 9 pm	5 pm - 8 pm
Friday Nights at the Fountains	6/17/2016	10 am - 9 pm	5 pm - 8 pm
Friday Nights at the Fountains	7/16/2016	10 am - 9 pm	5 pm - 8 pm
Friday Nights at the Fountains	8/19/2016	10 am - 9 pm	5 pm - 8 pm
Friday Nights at the Fountains	9/16/2016	10 am - 9 pm	5 pm - 8 pm
Friday Nights at the Fountains	10/21/2016	10 am - 9 pm	5 pm - 8 pm
Veterans Day Celebration of Heroes	11/5/2016	12:00 noon - 2:30 pm	7:30 a.m - 4 pm

Rock 3/1/2016

## 2016 Food Trucks at the Fountains



— Barricades

▲ NO alcohol beyond this point signs

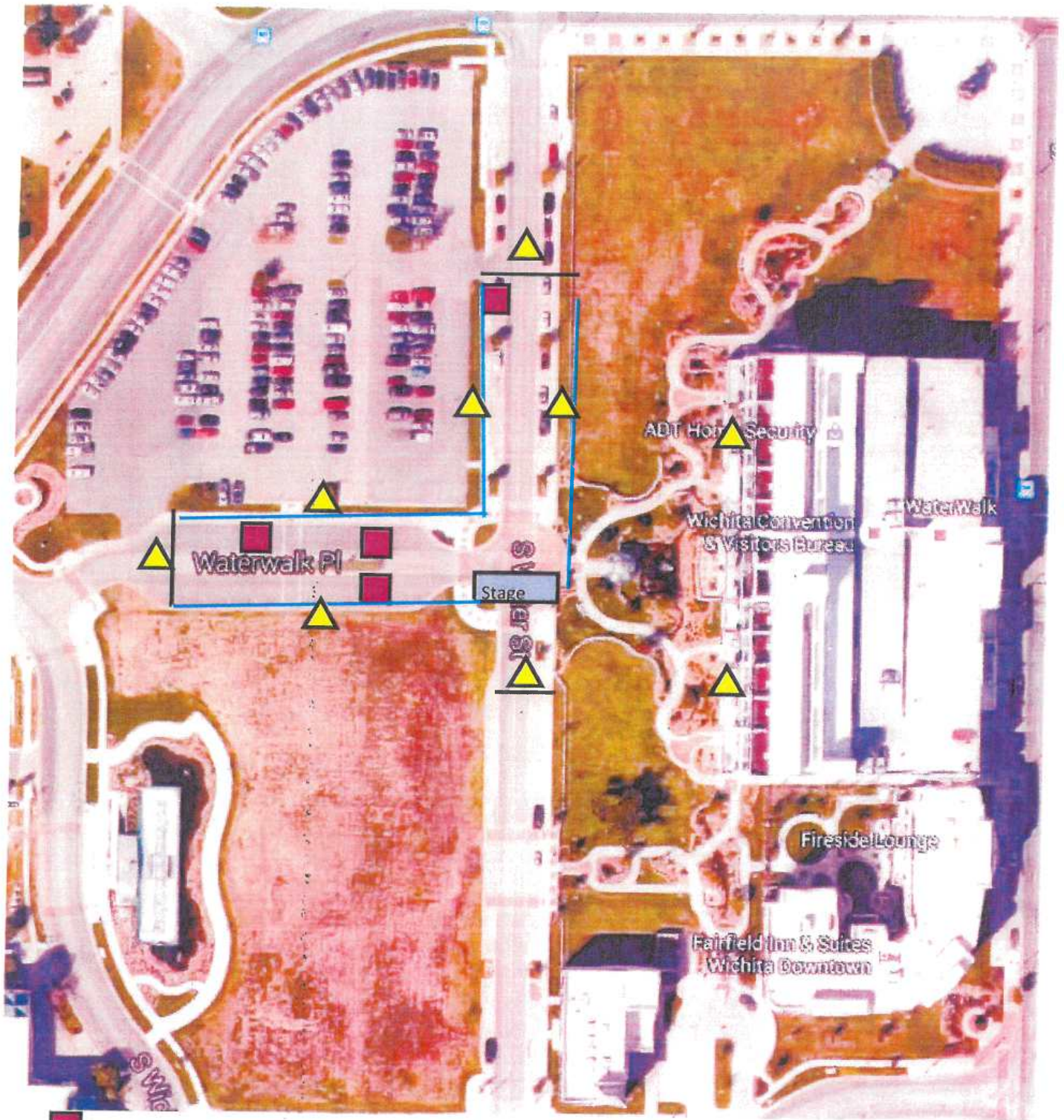
□ 3d liquor barriers

■ Food Truck

■ Booze Truck



# 2016 KEYN Summer Concert Series



- Booze Truck
- Food Truck
- Liquor Sign

- 3d Barricade
- Traffic Barricade

**City of Wichita  
City Council Meeting  
April 12, 2016**

**TO:** Mayor and City Council

**SUBJECT:** Funding and Change Order No. 8 for 135<sup>th</sup> Street West, Maple to Central  
(District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

**Recommendation:** Approve Change Order No. 8, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds and approve the revised budgets.

**Background:** On August 8, 2014, the City Council approved a contract with Kansas Paving for improvements to 135<sup>th</sup> Street West between Maple and Central. The following change orders have been processed for this project to date:

Change Order	Date Processed or Approved	Provided	Cost
Original	August 8, 2014	Original construction contract.	\$3,332,339
No. 1	September 2, 2014	Internal record keeping purposes to separate the encumbrances for the waterline construction work from the paving improvements.	\$0.00
No. 2	October 21, 2014	Lowered an existing waterline five feet below plan elevation to accommodate a storm sewer outfall within the project. The contract completion time was extended six days.	\$23,727
No. 3	December 9, 2014	Construction of a new water main below the street and adjacent storm water sewer to avoid conflicts with the proposed pavement that was not identified during design due to inaccurate records. The contract completion time was extended two weeks.	\$28,514
No. 4	November 10, 2014	Installed new water service at 13602 West Hardtner due to conflicts with the proposed subgrade and retaining wall construction.	\$4,255
No. 5	December 8, 2014	Installed a safety grate over a storm sewer and added an air release assembly to an existing water main.	\$8,792
No. 6	April 7, 2015	Adjustment of measured quantity bid items based on final field measurements for driveways, drainage pipe, and sleeves below the pavement.	\$41,870
No. 7	March 17, 2015	The multi-purpose path is required to be thickened to prevent damage from maintenance equipment that crosses the path to access the easement. A dye will be added to the concrete to aide identification of the thickened concrete.	\$9,775
		Total contract cost to date	\$3,449,272

**Analysis:** The proposed change order settles all final measurements for measured quantity bid items, all delay and construction phasing costs associated with grading swales for drainage under the concrete privacy wall.

**Financial Considerations:** The cost of the change order is \$47,207, which brings the total contract amount to \$3,496,479.

The existing budget of \$4,145,000 was approved by the City Council on August 5, 2014. Staff proposes adding an additional \$90,000 in general obligation bond (GO) funding available for transfer from the Tyler Road, 29<sup>th</sup> and 37<sup>th</sup> Street project. The additional funding will allow for payment of the change order, an existing budget shortfall, and City staff administration and oversight costs. The offset of GO bond funding in the Tyler Road, 29<sup>th</sup> to 37<sup>th</sup> Street project is due to lower than anticipated bid prices. Staff requests waiver of City Council Policy No. 2 regarding the use of project savings to allow this transfer of funds. The total revised budget would be \$4,235,000, which will allow for payment of construction.

**Legal Considerations:** The Law Department has reviewed and approved the change order and amending resolutions as to form.

**Recommendations/Actions:** It is recommended that the City Council approve Change Order No. 8, adopt the amending resolutions, waive City Council Policy No. 2 regarding the use of project savings to allow transfer of funds, approve the revised budgets and authorize the necessary signatures.

**Attachments:** Change Order No. 8, amending resolutions and budget sheets.

# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR:

2016

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-84700

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 04-12-16

REQUEST DATE:

PROJECT #: 208456

PROJECT TITLE: Tyler Road, 29th to 37th Street

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: Tyler Road, 29th to 37th Street

OCA #: 706991

OCA TITLE: Tyler Road, 29th to 37th Street

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$3,412,000.00	(\$90,000.00)	\$3,322,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$3,412,000.00	(\$90,000.00)	\$3,322,000.00

## Expense Object Level 3

2999 Contractuals	\$3,412,000.00	(\$90,000.00)	\$3,322,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$3,412,000.00	(\$90,000.00)	\$3,322,000.00

### NOTES:

transferring funding to 135th, Maple to Central PPN 205404. OCA 706938

## SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE: 02/04/16

DATE: 2/17/16

DATE: 2/4/16

DATE:

RESOLUTION NO. \_\_\_\_ - \_\_\_\_

**A RESOLUTION AMENDING RESOLUTION NO. 15-184 WHICH AMENDED RESOLUTION NO. 15-053, SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 47-975 AND ORDINANCE NO. 49-618 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. 15-184 of the City (the "Prior Resolution"), authorized the following described public improvements:

**Design, acquisition of right-of-way, utility relocation, administration, and construction of improvements to Tyler, between 29<sup>th</sup> St. North and 37<sup>th</sup> St. North (472-84700).**

(the "Project") and provided authority for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

**WHEREAS**, certain design and right of way acquisition costs of the Project have been previously authorized pursuant to Ordinance No. 47-975 and Ordinance No. 49-618, and the Prior Resolution, and this Resolution is intended to reduce the financed cost of the improvements and expenditures that will be part of the Project pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$3,322,000, inclusive of the amounts previously authorized by Ordinance No. 47-975 and Ordinance No. 49-618** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

**Section 2. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

*Jennifer Magaña*  
for JENNIFER MAGAÑA, DIRECTOR OF LAW



# Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2016

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-84308

COUNCIL DISTRICT: 05 Council District 5

DATE COUNCIL APPROVED: 04-12-16

REQUEST DATE:

PROJECT #: 205404

PROJECT TITLE: 135th Street West, Maple to Central

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 135th Street West, Maple to Central

OCA #: 706938

OCA TITLE: 135th Street West, Maple to Central

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☐ NEW BUDGET

☒ REVISED BUDGET

## Revenue Object Level 3

	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$4,145,000.00	\$90,000.00	\$4,235,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$4,145,000.00	\$90,000.00	\$4,235,000.00

## Expense Object Level 3

2999 Contractuals	\$4,145,000.00	\$90,000.00	\$4,235,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	<b>\$4,145,000.00</b>	<b>\$90,000.00</b>	<b>\$4,235,000.00</b>

### NOTES:

transferring funding  
from Tyler, 29th to  
37th PPN 208456  
OCA 706991

### SIGNATURES REQUIRED

Print Form

DIVISION HEAD:

*[Signature]*

DATE: 02/04/16

DEPARTMENT HEAD:

*[Signature]*

DATE: 2/17/16

BUDGET OFFICER:

*[Signature]*

DATE: 2/4/16

CITY MANAGER:

DATE:

**RESOLUTION NO. \_\_\_\_ - \_\_\_\_**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-215 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. 14-215 of the City (the "Prior Resolution"), authorized the following described public improvements:

**Design, acquisition of right-of-way, utility relocation, administration, and construction of improvements to 135<sup>th</sup> Street West, between Maple and Central (472-84308).**

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Sections 1 and 2* of the Prior Resolution are hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$4,235,000** in accordance with specifications prepared or approved by the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before **August 5, 2014**, to the extent of Bonds authorized under the original version of **Resolution No. 14-215**, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.


(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Jennifer Magaña, City Attorney and Director of Law

4279  
3175



February 26, 2016  
**CHANGE ORDER**

To: Conspec, Inc. d/b/a Kansas Paving

Project: 135<sup>th</sup> Street West, Maple to Central

Change Order No.: 8

Project No.: 472-84308

Purchase Order No.: PO440669

OCA No.: 706938/636303

PPN: 205404/774072

**CHANGE ORDER TOTAL: \$47,207.10**

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 6 weeks for approval.

**CHARGE TO OCA No. 706938**

Please perform the following extra work at a cost not to exceed \$58,877.10

**CHARGE TO OCA No. 636303**

Please perform the following extra work at a cost not to exceed (\$11,670.00)

**Additional Work:** Grade swales for drainage under the concrete privacy wall

**Reason for Additional Work:** Highland Springs HOA has a concrete privacy wall with drainage holes to drain back yards to the street right-of way. These drainage holes were partially covered prior to construction, not allowing positive drainage within the adjacent back yards. Fifteen drainage swales will need graded between the new path and the wall to provide positive drainage before installing sod.

(706938)

Line #	KDOT #	Bid Item	Negotiated/ Bid	Qty	Unit Price	Extension
			Bid			
New	N.A.	Drainage Swales	Negot'd	1 LS.	\$20,298.5	\$20,298.50

**Additional Work:** Install an area inlet for drainage

**Reason for Additional Work:** Significant rainfall amounts in fall 2015 eroded sod between the curb and path at Sta. 117+87 Lt. Contractor will remove the steel drainage flume under the bike path and install an area inlet behind the path to intercept the storm water runoff and drain it to an adjacent curb inlet.

(706938)

Line #	KDOT #	Bid Item	Negotiated/ Bid	Qty	Unit Price	Extension
			Bid			
New	N.A.	Area Inlet and drainage Pipe	Negot'd	1 LS.	\$12,200.00	\$12,200.00

**Additional Work:** Adjust storm sewer manhole.

**Reason for Additional Work:** Changes in sidewalk alignment and elevation now requires the contractor to adjust the elevation of the storm sewer manhole at STA 106+30 Lt to provide positive drainage to the new street.

(706938)

Line #	KDOT #	Bid Item	Negotiated/ Bid	Qty	Unit Price	Extension
			Bid			
New	N.A.	Adjust SWS Manhole	Negot'd	1 LS.	\$1,300.00	\$1,300.00

**Additional Work:** Adjust measured quantity paving bid items

**Reason for Additional Work:** Adjust measured quantity paving bid items based on final field measurements.

(706938)

Line #	KDOT #	Bid Item	Negotiated/ Bid	Qty	Unit Price	Extension
			Bid			
79	N.A.	Concrete Sidewalk, 4"	Bid	1,114 sf.	\$2.50	\$2,785.00
80	N.A.	Concrete Sidewalk 5"	Bid	5,755 sf.	\$3.00	\$17,265.00
81	N.A.	Concrete Sidewalk Protection Curb	Bid	285 lf.	\$30.00	\$8,550.00
83	N.A.	Retaining Wall (Gravity)	Bid	487 ssf.	\$23.50	\$11,444.50

96	N.A.	BMP, Back of Curb Protection	Bid	1788 lf	\$1.25	\$2,235.00
97	N.A.	BMP, Construction Entrance	Bid	(6 ea.)	\$750.00	(\$4,500.00)
98	N.A.	BMP, Curb Inlet Protection	Bid	4 ea.	\$55.00	\$220.00
99	N.A.	BMP, Ditch Check	Bid	(4 ea.)	\$80.00	(\$320.00)
100	N.A.	BMP, Drop Inlet Protection	Bid	(1 ea.)	\$95.00	(\$95.00)
101	N.A.	BMP, Silt Fence	Bid	(4,044 lf)	\$1.50	(\$6,066.00)
102	N.A.	BMP, Erosion Control Mat	Bid	(4,211 sy)	\$0.90	(\$3,789.90)
103	N.A.	Signing, Elec. Portable Message	Bid	(136 day)	\$25.00	(\$3,400.00)
110	N.A.	Trees, Small Removed	Bid	3 ea.	\$100.00	\$300.00
111	N.A.	Trees, Large Removed	Bid	3 ea.	\$150.00	\$450.00
Total =						25,078.60

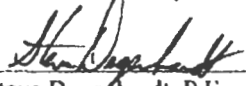
**Additional Work:** Adjust measured quantity water line bid items

**Reason for Additional Work:** Adjust measured quantity water line bid items based on final field measurements.

(636303)			Negotiated/			
Line #	KDOT #	Bid Item	Bid	Qty	Unit Price	Extension
89	N.A.	Water Meter Adjusted	Bid	(1 ea.)	\$170.00	(\$170.00)
90	N.A.	Fire Hydrant Adjusted	Bid	(4 ea.)	\$2,800.00	(\$11,200.00)
91	N.A.	Air Release Valve Adjusted	Bid	(1 ea.)	\$300.00	(\$300.00)
Total =						(\$11,670.00)

<b>CIP Budget Amount:</b>	<b>\$4,235,000.00 (706938)</b>	<b>Original Contract Amt.:</b>	<b>\$3,332,338.59</b>
	<b>\$86,000.00 (636303)</b>		
<b>Consultant: Schwab-Eaton</b>		<b>Current CO Amt.:</b>	<b>\$47,207.10 ✓</b>
<b>(706938)</b>		<b>Amt. of Previous CO's:</b>	<b>\$116,933.20 ✓</b>
<b>Total Exp. &amp; Encum. To Date:</b>	<b>\$4,153,775.03</b>	<b>Total of All CO's:</b>	<b>\$164,140.30 ✓</b>
<b>CO Amount:</b>	<b>\$58,877.10</b>		
<b>Unencum. Bal. After Co:</b>	<b>\$22,347.87</b>	<b>Adjusted Contract Amt.:</b>	<b>\$3,496,478.89</b>
<b>(636303)</b>			
<b>Total Exp. &amp; Encum. To Date:</b>	<b>\$82,911.43</b>		
<b>CO Amount:</b>	<b>(\$11,670.00)</b>		
<b>Unencum. Bal. After Co:</b>	<b>\$14,758.57</b>		

**Recommended By:**

  
 Steve Degonhardt, P.E.  
 Construction Division Manager  
 Date 03/03/16

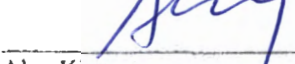
**Approved:**

  
 Gary Janzen, P.E.  
 City Engineer  
 Date 03/21/16

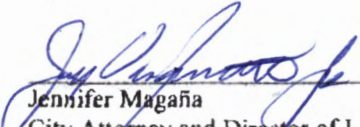
**Approved:**

  
 Contractor  
 Date \_\_\_\_\_

**Approved**

  
 Alan King  
 Director of Public Works & Utilities  
 Date 3/31/16

**Approved as to Form:**

  
 Jennifer Magaña  
 City Attorney and Director of Law  
 Date 3-22-16

**By Order of the City Council:**

\_\_\_\_\_  
 Jeff Longwell  
 Mayor  
 Date \_\_\_\_\_

**Attest:** \_\_\_\_\_  
 City Clerk

**RESOLUTION NO. 16-073**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-215 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 14-215** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design, acquisition of right-of-way, utility relocation, administration, and construction of improvements to 135<sup>th</sup> Street West, between Maple and Central (472-84308).**

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:**

**Section 1. Amendment.** *Sections 1 and 2* of the Prior Resolution are hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$4,235,000** in accordance with specifications prepared or approved by the City Engineer.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before **August 5, 2014**, to the extent of Bonds authorized under the original version of **Resolution No. 14-215**, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

**ADOPTED** by the City Council of the City of Wichita, Kansas, on April 12, 2016.

(SEAL)

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Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

**RESOLUTION NO. 16-**

**A RESOLUTION AMENDING RESOLUTION NO. 15-184 WHICH AMENDED RESOLUTION NO. 15-053, SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 47-975 AND ORDINANCE NO. 49-618 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.**

---

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

**WHEREAS**, the Governing Body has heretofore by **Resolution No. 15-184** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design, acquisition of right-of-way, utility relocation, administration, and construction of improvements to Tyler, between 29<sup>th</sup> St. North and 37<sup>th</sup> St. North (472-84700).**

(the “Project”) and provided authority for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

**WHEREAS**, certain design and right of way acquisition costs of the Project have been previously authorized pursuant to **Ordinance No. 47-975** and **Ordinance No. 49-618**, and the Prior Resolution, and this Resolution is intended to reduce the financed cost of the improvements and expenditures that will be part of the Project pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

**Section 1. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$3,322,000, inclusive of the amounts previously authorized by Ordinance No. 47-975 and Ordinance No. 49-618** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

**Section 2. Repealer; Ratification.** *Section 1* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.



**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 12, 2016.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JENNIFER MAGAÑA, DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Funding for HOME Program Administration

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

---

**Recommendation:** Approve the transfer of \$22,154 from program income receipts, to support HOME program administration costs.

**Background:** On May 5, 2015, the City Council approved final allocations under the 2015-2016 Second Program Year Action Plan, which included a total of \$110,784 for HOME Investment Partnerships (HOME) Program administration costs. On July 15, 2015, the Council approved supplemental funding for HOME Program Administration funding made available from 2014-2015 and 2015-2016 program income receipts, in the amount of \$9,104. HOME funds are provided by the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The HOME Program is operated without financial assistance from the City's General Fund. Federal regulations allow a maximum of 10% of the annual allocation and 10% of program income, to be designated for program administration. Historically, the HOME Program has had to access program administration funds from program income to cover all costs. Program income is received from loan repayments from homebuyers who utilize the HOME Program for down payment and closing costs and repayments from Community Housing Development Organizations (CHDOs) that receive housing development subsidy loans.

**Financial Considerations:** HOME Program administration costs include staff salaries/benefits for 1.65 full time equivalent positions, the City's estimated indirect administration charges (which vary from year to year), information technology, building rent and office supplies. Administrative costs incurred for the HOME Program during the 2014-2015 program year were \$155,392, and are estimated to be \$140,000 for the 2015-2016 program year, depending on the timing of replacement of a staff member. Funding in the amount of \$22,154 is available for HOME Program administration from 2015-2016 program income receipts. Unspent funding for HOME Program administration may be carried forward into future years in which the City's HOME Program grants could be reduced and/or program income receipts decline. In addition to this requested transfer, there is \$95,663 in remaining HOME Program administration funding being carried over from the 2014-2015 program year, and \$114,983 remaining from the 2015-2016 program year, which will supplement the annual allocations in order to cover future HOME Program administration expenses.

**Legal Considerations:** The Law Department reviewed and approved the transfer as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the transfer of \$22,154 from program income receipts to support HOME program administration costs.

**Attachments:** None.

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** HOME Program: Boarded-up House Program Funding Allocation, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

---

**Recommendation:** Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

**Background:** On May 5, 2015, the City Council approved final allocations from the 2015-2016 Second Program Year Action Plan, which included \$125,000 in HOME Investment Partnerships Program (HOME) funding for the Boarded-up House Program. The purpose of the program is to provide Community Housing Development Organizations (CHDOs) with a means to access HOME funding to acquire vacant, boarded-up or otherwise blighted homes in the City's Neighborhood Revitalization Area (NRA) for redevelopment. Existing blighted homes are demolished and new single-family homes are constructed on the sites. The newly constructed homes are sold to income-eligible, owner-occupant homebuyers. Requests for funding under the program are received on an open application basis from designated CHDOs.

**Analysis:** HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant homebuyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition, construction and demolition from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy loan to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is \$95,550.

All homes constructed with HOME funding provided through the Boarded-up House Program must be sold to owner-occupant, income-eligible homebuyers who will receive down payment/closing cost assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc. (MHRS) has requested funding from the Boarded-up House Program to finance projects located at 1235 N. Ash and 2234 N. Arkansas. The 1235 N. Ash site has been donated to the organization. MHRS is a City-designated, non-profit CHDO.

The HOME program requires an environmental review prior to start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, noise mitigation, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with Energy Star, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

**Financial Considerations:** Funding for the two projects and the down payment assistance loans to be provided to the homebuyers is available from loan repayments from homebuyers who have received down payment and closing costs assistance, repayments from CHDOs and other developers that received housing development subsidy loans, and funding remaining from completed projects. The total development cost is estimated to be \$296,020. Staff proposes a HOME funding allocation of \$115,374 for the proposed projects, which will be provided in the form of zero-interest, forgivable participation construction loans. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of each home to be constructed. Staff also proposes funding an amount not to exceed \$42,220 for down payment/closing costs assistance loans to be provided to the homebuyers.

**Legal Considerations:** The Law Department has reviewed and approved the funding agreement and the proposed budget transfer as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

**Attachment:** Funding agreement.

FUNDING AGREEMENT  
Between  
**THE CITY OF WICHITA**  
**HOUSING AND COMMUNITY SERVICES DEPARTMENT**  
A  
PARTICIPATING JURISDICTION  
And  
**Mennonite Housing Rehabilitation Services, Inc.,**  
**A Community Housing Development Organization**  
HOME Investment Partnerships  
Program  
**2014 and Prior Year Re-Allocated**  
**Boarded-up House Program Funding**

Housing and Community Services Department  
City of Wichita  
332 N. Riverview  
Wichita, Kansas 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

No. \_\_\_\_\_

## **AGREEMENT**

THIS CONTRACT, dated **April 12, 2016**, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

**SECTION 1. SCOPE OF SERVICES.** The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **December 31, 2017**, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

### SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract**.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the

project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

## SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

## SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.



1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

**SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS.** Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,  
contracting or subcontracting, promotion, demotion,  
transfer, layoff, termination, rates of pay or other  
forms of compensation, and selection for training  
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

## SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

## SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

## SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$115,374 as referenced in Exhibit B. Contract payments above \$115,374 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

## SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

**SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.**

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting

system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

**SECTION 20. RENEGOTIATION.** This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.



SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits

discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation

standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Exhibit A: Revised Non-Discrimination & Equal Employment  
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

**Mennonite Housing Rehabilitation Services, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of MHRS Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, KANSAS  
at the Direction of the City Council**

\_\_\_\_\_  
Jeff Longwell, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Jennifer Magana  
City Attorney and Director of Law

\_\_\_\_\_  
Date

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$115,374.00 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

2234 N. Arkansas, PIN 102477

1235 N. Ash, PIN 136073

A single-family home is to be constructed on each site, following demolition of existing structures. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans, in the maximum amount of \$21,110 per housing unit, or a total of \$42,210, in addition to applicable and eligible homebuyer training costs.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: \$85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: \$90,450



Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: \$92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: \$95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

## I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

**24 CFR 92.250**, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

**24 CFR 92.251**, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

**24 CFR 92.254(a)(2)(iii)**, Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

## II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

### III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$115,374.00, in the form of a

forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of **\$115,374.00** for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 115,374.00

TOTAL \$ 115,374.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and MHRS also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
  2. MHRS will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
  3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented

draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

#### IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the “Developer” shall become the “Owner”, and the following additional requirements of this Section IV shall apply:

##### A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

**24 CFR 92.252**, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

**24 CFR 92.253**, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

**24 CFR 92.504**, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

##### B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

**2 Bedroom: \$723- \$198 (Utility Allowance) = \$525.00**

**3 Bedroom: \$856 - \$229 (Utility Allowance) = \$627.00**

**4 Bedroom: \$956 - \$275 (Utility Allowance) = \$681.00**

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other

electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.
- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.
- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is

specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.
- K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.
- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
  2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
  3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.
5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2016**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

- A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
- B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2016, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

## VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in MHRS (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.
- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted



project plan. This includes changes in costs, as well as changes in the project scope or plans.

- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.
- L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

## VII. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender

groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
  2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
  3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
  4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
  5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in

the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

#### VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

#### IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

**BUDGET**

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 115,374.00

**TOTAL**

**\$ 115,374.00**

## DEVELOPMENT BUDGET

### Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	7,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	121,555.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	134,555.00
(G) Plus: Developer Fee ( <u>  10  </u> % ) of (F)	13,455.00
(H) Total Per-Unit Cost (F + G)	148,010.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	90,323.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
<b>Project Subsidy Required, per unit (H – I – J)</b>	<b>57,687.00</b>

Number of Units to be Developed   2  

Total Amount of Funding Requested (Number of Units to be Developed   2   X Project Subsidy Required Per Unit)   \$115,374  

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	150,000.00	Acquisition Costs	15,000.00
		Project “Soft” Costs	8,000.00
HOME (Gap) Financing	115,374.00	Construction Costs	243,110.00
Repayment of Subsidy Loans	30,646.00	Site Improvements	3,000.00
		Developer Fee	26,910.00
<b>TOTAL</b>	<b>296,020.00</b>	<b>TOTAL</b>	<b>296,020.00</b>

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** HOME Program: CHDO Funding Allocation, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the HOME Program funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

**Background:** On May 5, 2015, the City Council approved final allocations from the 2015-2016 Second Program Year Action Plan, which included \$250,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) or Local Investment Areas (LIA), according to the Council and HUD-approved Consolidated Plan. Requests for funding under the program are received on an open application basis.

**Analysis:** HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant homebuyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition and construction from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy loan to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is \$95,550.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing cost assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc. (MHRS) has submitted an application for HDLP funds to finance the development of two single-family homes on sites located at 2321 N. Fairview and 212 N. Madison. MHRS is a City-designated, non-profit, Community Housing Development Organization (CHDO).

The HOME program requires an environmental review prior to the start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, noise mitigation, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with Energy Star, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with

predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

**Financial Considerations:** Funding for the two projects is available from unallocated/uncommitted 2015 and prior year CHDO set-aside funding, and funding for the down payment assistance loans is available from loan repayments from CHDOs and other developers that received housing development subsidy loans, and funding remaining from completed projects. The total development cost is estimated to be \$280,646. Staff proposes a HOME funding allocation of \$100,000 for the proposed projects, which will be provided in the form of zero-interest, forgivable participation construction loans. A local bank will provide a construction loan equivalent to 70% to 75% of the appraised value of each home to be constructed. Staff also proposes funding an amount not to exceed \$42,220 for down payment/closing costs assistance loans to be provided to the homebuyers.

**Legal Considerations:** The Law Department has reviewed and approved the funding agreement and the proposed budget transfer as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the HOME funding allocation and the funding for the down payment/closing costs assistance loans, and authorize the necessary signatures.

**Attachment:** Funding agreement.

FUNDING AGREEMENT  
Between  
**THE CITY OF WICHITA**  
**HOUSING AND COMMUNITY SERVICES DEPARTMENT**  
A  
PARTICIPATING JURISDICTION  
And  
**Mennonite Housing Rehabilitation Services, Inc.,**  
**A Community Housing Development Organization**  
HOME Investment Partnerships  
Program  
**2014 and Prior Year Re-Allocated**  
**CHDO Funding**

Housing and Community Services Department  
City of Wichita  
332 N. Riverview  
Wichita, Kansas 67203  
Phone (316) 462-3700  
Fax (316) 462-3719



No. \_\_\_\_\_

## **AGREEMENT**

THIS CONTRACT, dated **April 12, 2016**, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as “the City”) and Mennonite Housing Rehabilitation Services, Inc. (MHRS, a Community Housing Development Organization hereinafter referred to individually as the “Developer”).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the purpose of the assistance to be provided under this agreement is specifically authorized by Title 24 CFR Section 92.300 (CHDO Funding); and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

**SECTION 1. SCOPE OF SERVICES.** The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **December 31, 2017**, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract**.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee

or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

## SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

## SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are

subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

**SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS.** Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,  
contracting or subcontracting, promotion, demotion,  
transfer, layoff, termination, rates of pay or other  
forms of compensation, and selection for training  
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

## SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

## SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

## SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$100,000 as referenced in Exhibit B. Contract payments above \$100,000 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

## SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or



regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

**SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.**

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting

system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

**SECTION 20. RENEGOTIATION.** This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits

discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation

standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Exhibit A: Revised Non-Discrimination & Equal Employment  
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

**Mennonite Housing Rehabilitation Services, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of MHRS Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, KANSAS  
at the Direction of the City Council**

\_\_\_\_\_  
Jeff Longwell, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Jennifer Magana  
City Attorney and Director of Law

\_\_\_\_\_  
Date

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;



5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer" (or MHRS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the **\$100,000.00** remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

2321 N. Fairview, PIN 105635

212 N. Madison, PIN 135429

A single-family home is to be constructed on each site. The single-family homes must be sold to income-eligible owner-occupant buyers. If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans, in the maximum amount of \$21,110 per housing unit, or a total of \$42,210, in addition to applicable and eligible homebuyer training costs.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: \$85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: \$90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: \$92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: \$95,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

## I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

**24 CFR 92.250**, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

**24 CFR 92.251**, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

**24 CFR 92.254(a)(2)(iii)**, Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

## II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

### III. Administration

The MHRS President/C.E.O. will supervise operations and administration on a day-to-day basis. The MHRS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be **\$100,000.00**, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of **\$100,000.00** for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 100,000.00

TOTAL

\$ 100,000.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and MHRS also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
  2. MHRS will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
  3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment

will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

#### IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the “Developer” shall become the “Owner”, and the following additional requirements of this Section IV shall apply:

##### A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

**24 CFR 92.252**, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

**24 CFR 92.253**, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

**24 CFR 92.504**, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

##### B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

**2 Bedroom: \$723- \$198 (Utility Allowance) = \$525.00**

**3 Bedroom: \$856 - \$229 (Utility Allowance) = \$627.00**

**4 Bedroom: \$956 - \$275 (Utility Allowance) = \$681.00**

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. **Electric ranges are to be provided. The**

tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.
- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.
- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.



- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.
- K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.
- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
  2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
  3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.
  4. Provide copies of all materials sent to community contacts announcing the

housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
8. The Owner will provide, for the year ending June 30 of each year, beginning **June 30, 2016**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

- A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
- B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2016, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

#### VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in MHRS (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.
- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted

project plan. This includes changes in costs, as well as changes in the project scope or plans.

- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.
- L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

## VII. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender

groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
  2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
  3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
  4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
  5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in

the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

#### VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

#### IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

**BUDGET**

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 100,000.00

**TOTAL**

**\$ 100,000.00**

## DEVELOPMENT BUDGET

### Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	6,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	116,067.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	127,567.00
(G) Plus: Developer Fee ( <u>  10  </u> % ) of (F)	12,756.00
(H) Total Per-Unit Cost (F + G)	140,323.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	90,323.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
<b>Project Subsidy Required, per unit (H – I – J)</b>	<b>50,000.00</b>

Number of Units to be Developed   2  

Total Amount of Funding Requested (Number of Units to be Developed   2   X Project Subsidy Required Per Unit)   \$100,000  

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	150,000.00	Acquisition Costs	12,000.00
		Project “Soft” Costs	8,000.00
HOME (Gap) Financing	100,000.00	Construction Costs	232,134.00
Repayment of Subsidy Loans	30,646.00	Site Improvements	3,000.00
		Developer Fee	25,512.00
<b>TOTAL</b>	<b>280,646.00</b>	<b>TOTAL</b>	<b>280,646.00</b>



City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** WAMPO Project Tracking Software Contract

**INITIATED BY:** Wichita Area Metropolitan Planning Organization (WAMPO)

**AGENDA:** Consent

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**Recommendation:** Approve the contract with EcoInteractive for the WAMPO Project Tracking Software.

**Background:** The WAMPO governing body (the Transportation Policy Body), approved this consultant project as part of WAMPO's 2016 Unified Planning Work Program on November 10, 2015. The WAMPO TPB is scheduled to take action on this consultant contract on April 12, 2016.

Procurement of these services followed the City of Wichita's Request for Proposal (RFP) process and the Kansas Department of Transportation (KDOT) procurement process. Three proposals were received in response to the RFP. EcoInteractive was selected by the vendor selection committee based on its extensive experience providing transportation project tracking software to metropolitan planning organizations and other transportation agencies.

**Analysis:** This project will provide WAMPO with web-based software to track transportation projects in its long-range metropolitan transportation plan and its short-range transportation improvement program for five years (2016-2021). Federal regulations require WAMPO to list all of the federally funded transportation projects in the Wichita area and all regionally significant projects regardless of funding source. Moving to a more automated, online project tracking system will help WAMPO improve its processes, provide member jurisdictions and planning partners direct access to their project listings, and allow WAMPO to reallocate staff time previously used to manually track these projects.

**Financial Consideration:** The City of Wichita is currently the fiscal agent for the WAMPO. As such, the City of Wichita initially pays for all of WAMPO's operating costs, including consultant contracts, which are then reimbursed to the City of Wichita through WAMPO's federal Consolidated Planning Grant project. For this contract, WAMPO requests that the City approve the contract and authorize funding to pay for the costs of the contract. The contract is for \$198,000 over the five-year term of the contract. These funds are expected to be reimbursed to the City of Wichita through WAMPO's federal Consolidated Planning Grant project.

**Legal Consideration:** The Law Department has reviewed and approved the contract as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the contract with EcoInteractive for the WAMPO Project Tracking Software and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

**Attachment:** Consultant contract

## WAMPO

### Information Technology Agreement

THIS Information Technology Agreement ("Agreement") is made by and between the Wichita Area Metropolitan Planning Organization, hereinafter referred to as "WAMPO" and EcoInteractive, hereinafter referred to as the "Contractor" and collectively referred to as the "Parties".

WHEREAS, the Contractor is a provider of high technology products;

WHEREAS, the Contractor has represented that it is capable of implementing the Statement of Work as contained herein as well as the terms and conditions of this Agreement; and

WHEREAS, WAMPO has selected Contractor to perform said Statement of Work as well as the terms and conditions of this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

#### 1. Definitions.

- A. Acceptance shall mean the approval of all Deliverables by the Director of WAMPO or designated representative.
- B. Adequate Security shall mean that protection measures applied are commensurate with the risks (i.e., consequences and their probability) of loss, misuse, or unauthorized access to or modification of Information.
- C. Authorized Persons shall mean the Contractor's employees, contractors, subcontractors or other agents who need to access WAMPO's Personal Data to enable the Contractor to perform the services required.
- D. Anonymous Data shall mean anonymous web data that by virtue of the method of collection can never reasonably be connected with the person providing. This data will be limited to aggregate Information relevant to system utilization as associated with the Contractor's application implemented for WAMPO.
- E. Change Request shall mean the document utilized to request changes or revisions in the Statement of Work.
- F. WAMPO Data shall mean all data created or in any way originating with WAMPO, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with WAMPO that has not been cleared for public release in accordance with applicable WAMPO statutes, regulations, and policies and is provided by or on behalf of WAMPO to the Contractor or its subcontractor(s), whether such data or output is collected, developed, received, transmitted, used, or stored on WAMPO's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by WAMPO or by the Contractor.
- G. Contractor shall mean the contractor and its employees, contractors, subcontractors, agents and affiliates who are providing the services agreed to under this Agreement.
- H. Contractor Data Libraries shall mean Information, which may or may not be publicly available, that is selected, gathered and assembled by the Contractor into compilations in various forms and formats for use with the system components of the licensed application.
- I. Director shall mean the Director of WAMPO or designated representative.

- J. Data at Rest shall mean all data in storage. Data at Rest includes but is not limited to archived data, data which is not accessed or changed frequently, files stored on hard drives, USB thumb drives, files stored on backup tape and disks, and also files stored off-site or on a storage area network (SAN).
- K. Data in Transit shall mean data that is moving across public or “untrusted” networks such as the Internet, and data that is moving within the confines of private networks such as corporate Local Area Networks (LANs).
- L. Deliverable shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined in Paragraph 2.
- M. Emergency Support shall mean technical support provided by the Contractor outside of normal support hours for any problem or issue that is impacting WAMPO’s ability to conduct business and cannot wait until the next business day to resolve.
- N. Exfiltration shall mean any unauthorized release of data from within an Information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.
- O. Go-Live shall mean the event at which the Software is released by the Contractor and accepted for production by WAMPO. The Go Live date may be amended or modified by mutual specific written agreement between the Contractor and WAMPO as specified in Paragraph 22.
- P. Know How shall mean all technical Information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating or causing the enablement of any Intellectual Property developed under this Agreement.
- Q. Intellectual Property shall mean any and all proprietary Information developed pursuant to the terms of this Agreement.
- R. Information shall mean any communicable knowledge or documentary material, regardless of its physical form or characteristics.
- S. Information System shall mean a set of Information resources organized for the collection, storage, processing, maintenance, use, sharing, dissemination, disposition, display, or transmission of Information.
- T. Non-Public Data shall mean data that is not subject to distribution to the public as public Information. It is deemed to be sensitive and confidential by WAMPO because it contains Information that is exempt by statute, ordinance or administrative rule from access by the general public as public Information.
- U. Payment Invoice shall mean a detailed, certified and written request for payment of services rendered from the Contractor to WAMPO. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
- V. Project shall mean a process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, Deliverables, and a budget. The Project terminates successfully once the Project scope is achieved, the final Deliverable is received and it is approved by WAMPO Director. The Project terminates unsuccessfully based upon failure of performance under the terms of this Agreement, or upon WAMPO DIRECTOR

direction , if termination is required for other reasons including, but not limited to, technical, legal, political, or financial considerations. Under the terms of this Agreement the Project is defined within Paragraph 2.

- W. Project Manager shall mean a qualified person from WAMPO responsible for all aspects of the Project. Under the terms of this Agreement, WAMPO Project Manager shall be Jason O'Brien or designated representative.
- X. Security Incident shall mean the potentially unauthorized access by non-authorized persons to Non-Public Data the Contractor believes could reasonably result in the use, disclosure or theft of a WAMPO's unencrypted Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Data Breach.
- Y. Service Level Agreement (SLA) shall mean an agreement between WAMPO and the Contractor that is subject to the terms and conditions of this Agreement which describes the IT service (people, processes, and technology) to be provided by the Contractor for WAMPO and specifies the goals, responsibilities and outcomes. The SLA shall be incorporated in or referenced directly as an attachment in Paragraph 2. E.
- Z. Software shall mean any software or other products, including the licensed application, delivered or utilized in conjunction with the licensed application under this Agreement.
- AA. Statement of Work shall mean a detailed description of the specific services or tasks the Contractor is required to perform under this Agreement including the purpose, location of work, scope of work, period of performance, Deliverables and payment schedule, applicable standards, acceptance criteria, and special requirements. This shall be incorporated in Paragraph 2 of this Agreement or referenced directly as an attachment in Paragraph 2.
- BB. Subscription shall mean the annual renewal of Software license(s), and/or technical support services, and/or maintenance support services of the Contractor's Software.
- CC. Software-as-a-Service (SaaS) shall mean the capability provided to WAMPO to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. WAMPO does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- DD. WAMPO Identified Contact shall mean the person or persons designated in writing by WAMPO to receive Security Incident or breach notification.

## **2. Statement of Work.**

- A. Purpose The Contractor will implement and customize its base ProjectTracker SaaS solution to meet WAMPO's specific and external planning partners' needs to produce the TIP and MTP as specified in the RFP solicitation FP540082.
- B. Scope of Work
  - 1) The contractor will implement and customize its base ProjectTracker SaaS solution to meet WAMPO's specific and external planning partners' needs to produce the TIP and MTP. Because the contractor is offering SaaS, this scope of work is for service only (no deliverables or work products). The contractor will also provide ongoing software as a

service (SaaS) to provide WAMPO and their external planning partners access to the customized ProjectTracker application via the Internet. The ProjectTracker SaaS is a fully developed commercial off-the-shelf SaaS that will meet or exceed WAMPO's requirements. The contractor expects to establish the WAMPO ProjectTracker SaaS infrastructure in the first 4 weeks. The initial ProjectTracker TIP, including the import of WAMPO data, will be up and running within the first 12 - 16 weeks of contract award. The contractor will hold online meetings with WAMPO to define customizations needed to adapt ProjectTracker functionality for WAMPO. As the contractor adapts the software, the functionality will be made available to WAMPO staff.

- 2) One-time customizations for WAMPO's specific needs
  - a) The contractor will provide up to 60 hours over the first six months for customizations, data import, and initial start-up services. The contractor is committed to a long-term relationship with WAMPO and it is important for this process to meet its requirements.
  - b) The contractor is offering WAMPO an annual SaaS package that includes:
    - TIP module
    - MTP module
    - Obligation tracking module
    - Call for Projects module
    - Document management module
    - GIS module
    - Public web site module
  - c) During the first few weeks, the contractor will give access to the new ProjectTracker SaaS established for WAMPO. Following the software installation and web site creation, WAMPO will upload its data and begin to review the functionality of the ProjectTracker SaaS. During weekly online meetings, WAMPO will identify needed customizations to adapt the software to WAMPO business processes.
- 3) Provide ProjectTracker Software as a Service for WAMPO
- C. The contractor is committed to providing long-term ProjectTracker SaaS to WAMPO. The contractor will provide Software maintenance, SaaS hosting, help desk support, and include a package of up to 70 support hours annually that can be used to make enhancements to the system including (but not limited to) new reports, help desk support, tracking new values, or modifying business rules. The help desk allows clients to meet changing user requirements for the duration of the contract. The help desk provides fast response and quick turnaround technical support for MPO staff (typically 8AM to 5PM PDT weekdays).
- D. Project Timeline:
  - 1) The contractor has proposed a 6-month timeline. WAMPO may adjust or reprioritize the order in which modules are implemented. On-going SaaS will begin immediately following the completion of the Phase 1.
- E. Project Assumptions
  - WAMPO will own and be responsible for the quality of data in the customized ProjectTracker SaaS application at all times.
  - WAMPO will identify in writing any confidential information or data that will be stored in the ProjectTracker SaaS application.
  - WAMPO will be responsible for authorizing access to the ProjectTracker system for their staff, member agencies, and other users.

- WAMPO will provide a key point of contact to act as the interface between EcoInteractive and WAMPO.
- At end of the contract period, if the SaaS fees are not renewed, EcoInteractive will transfer all data files to WAMPO (in MS Access, DBF or other standard data format), and the ProjectTracker SaaS web site will be taken offline.
- ProjectTracker SaaS will provide access to an electronic street map GIS interface. WAMPO will provide other GIS map data (and any licenses if required), which WAMPO wants to use for ProjectTracker online mapping/database applications.

F. Service Level Agreement (SLA).

- a) Service Description. The Contractor will provide their ProjectTracker software as described in the EcoInteractive proposal submitted in response to the RFP solicitation FP540082.
  - b) Service Hours. The Contractor shall provide telephone and email support for the licensed application.
  - c) Service Availability. The Contractor shall be available for support weekdays typically from 10am to 6pm Central Time. If outside the normal support hours, Emergency Support shall be available by contacting the Contractor's emergency contact number who will provide a response. WAMPO shall first attempt to resolve any problem relating to the EcoInteractive ProjectTracker by referring to the Contractor provided documentation. WAMPO shall report to the Contractor any discrepancies between the licensed application and the documentation.
  - d) Reliability. The Contractor shall be responsible for the acquisition and operation of all hardware, Software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment is the responsibility of the Contractor. The system shall be available near 24/7/365 (with agreed-upon maintenance downtime), and provide service to WAMPO as defined in Paragraph 2. E.
  - e) Change Management Procedure. The Change Management Procedure is specified in Paragraph 22 of this Agreement.
  - f) Exclusions. No support shall be available, and the Contractor shall not be liable, for: (i) problems, errors, or Bugs resulting from configuration or faults in WAMPO's computer or network operating systems or any third party software; (ii) hardware malfunctions, including cables, ports, printers, disk drives, etc.; or (iii) modifications made to the licensed application by a party other than the Contractor.
- 1) Maintenance.
  - 2) The Contractor shall provide updates for ProjectTracker on-line tutorials as requested by WAMPO. Progress Meetings. Progress meetings shall be scheduled regularly through the customization phase of the Project. Attendance by the Contractor and WAMPO is required unless otherwise indicated.

F. Special Requirements.

- 1) **Data Center Audit.** The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon

request. The Contractor may remove its proprietary Information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

- 2) **Business Continuity and Disaster Recovery.** The Contractor shall provide a recovery time objective (RTO), including the recovery of all WAMPO Data and digital content, of 48 hours. It is the responsibility of the Contractor, at its expense, to maintain a secure backup of all WAMPO Data and digital content stored in accordance with the terms and conditions of this Agreement.
- 3) **Compliance with Accessibility Standards.** The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
- 4) **Web Services.** The Contractor shall use Web services exclusively to interface with WAMPO's data in near real time when possible.

### 3. **Compensation.**

Compensation Schedule. A fixed monthly fee of \$3300 will be billed at the end of each month following contract initiation.

- A. **Payment.** WAMPO shall pay to the Contractor for services satisfactorily performed based upon Deliverables, milestones, and budget, with such compensation not to exceed \$198,000. **The total amount payable to the Contractor under this Agreement, including expenses, shall not exceed \$198,000. This amount is a maximum and not a guarantee that the work assigned to Contractor to be performed under this Agreement shall equal the amount stated herein. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

Payment shall be made only upon receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. Payment shall be tendered to the Contractor within thirty (30) days of the date of written Certification of Acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. WAMPO shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein. All Payment Invoices MUST BE received by WAMPO no later than thirty (30) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

### 4. **Agreement Term.**

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY ALL PARTIES. This Agreement shall terminate on **April 1, 2021**, unless terminated pursuant to the terms and conditions of this Agreement. No Agreement term, including extensions and renewals, shall exceed five years.

### 5. **Termination.**

This contract is subject to cancellation by WAMPO, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to Contractor. Upon receipt of such notice of termination the Contractor shall discontinue and cause all such work to terminate upon the date specified in the notice from WAMPO. The Contractor will be entitled to compensation for actual effort performed in compliance with the terms and conditions of this Agreement up to the date of termination. Any invoice for completed work must be submitted to WAMPO within thirty (30) days after the effective date of termination.

Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by WAMPO, or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crimes due to misuse of state and/or federal funds.

**6. Termination Management.**

- A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:
- 1) Transfer all data files to WAMPO (in MS Access, DBF or other standard data format), and the ProjectTracker SaaS web site will be taken offline;
  - 2) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of WAMPO;
  - 3) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as WAMPO may direct, for orderly completion and transition;
  - 4) Take such action as WAMPO may direct, for the protection and preservation of all records related to and required by this Agreement;
  - 5) Agree that WAMPO is not liable for any costs arising out of termination and that WAMPO is liable only for the costs of Deliverables Accepted prior to the termination of the Agreement;
  - 6) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of WAMPO programs;
  - 7) In the event that this Agreement is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in WAMPO's receipt of government (federal, state, or local) program funds or grants, the Contractor shall remit to WAMPO the full amount of the reduction.
  - 8) Should this Agreement terminate due to the Contractor's default, the Contractor shall be paid for the work completed and accepted to the date of the termination.
  - 9) WAMPO shall be entitled to any post-termination assistance made available with respect to the services provided under this Agreement unless otherwise defined and established in the system/Software transition plan.
- B. After termination of the Agreement and Contractor written certification of completion of all data transfer to WAMPO and WAMPO written verification of the same, the Contractor may permanently delete, destroy, and securely dispose of all WAMPO Data and digital content Contractor will notify WAMPO that the WAMPO data has removed and that the ProjectTracker SaaS web site has been taken offline. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, WAMPO shall:
- 1) Pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

**7. Data Ownership.**



WAMPO shall own all right, title and interest in its data that is related to the services provided by this Agreement. The Contractor shall not access WAMPO user accounts or WAMPO data, except 1) in the course of data center operations, 2) in response to service or technical issues, 3) as required by the express terms of this Agreement or 4) at WAMPO's written request.

**8. Data Protection.**

The Contractor shall safeguard the confidentiality, integrity and availability of WAMPO Information and comply with the following conditions:

- A. The Contractor shall implement and maintain appropriate administrative and technical security measures to safeguard against unauthorized access, Data Breach, Exfiltration, disclosure or theft of Non-Public Data while providing services during the term of this Agreement. Such security measures shall include and not be limited to the prompt availability to and application of security-relevant Software upgrades, patches, service-packs, and hot fixes and be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Non-Public Data of similar kind.
- B. All data obtained by the Contractor in the performance of this Agreement shall become and remain the property of WAMPO.
- C. Unless otherwise stipulated, the Contractor shall encrypt all confidential Data in Transit. WAMPO shall identify in writing data it deems confidential to the Contractor.
- D. At no time shall any data or processes — that either belong to or are intended for the use of WAMPO or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include WAMPO.
- E. The Contractor shall not use any Information collected in connection with the services performed under this Agreement for any purpose other than fulfilling those services.

**9. Data Location.**

The Contractor shall provide its services to WAMPO and its end users solely from data centers in the U.S. Storage of WAMPO Data at Rest shall be located solely in data centers in the U.S. The Contractor shall not allow its employees, contractors, subcontractors, agents and affiliates to store WAMPO Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its employees, contractors, subcontractors, and agents and affiliates to access WAMPO Data remotely only as required to provide technical support. The Contractor shall provide technical user support on a near 24/7/365 basis unless defined otherwise in this Agreement.

**10. Security Incident or Data Breach Notification.**

The Contractor shall inform WAMPO of any Security Incident or Data Breach.

- A. Incident Response. The Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in this Agreement. Discussing Security Incidents with WAMPO should be handled on an urgent as-needed basis, as part of Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in this Agreement.
- B. Security Incident Reporting Requirements. The Contractor shall report a Security Incident to the appropriate WAMPO project manager.

- C. Breach Reporting Requirements. If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any WAMPO content that is subject to applicable Data Breach notification law, the Contractor shall (1) promptly notify the WAMPO project manager within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.
- D. Contents of the breach report. The breach report shall include, at a minimum, the following Information:
- Applicable dates (date of compromise and/or date of discovery).
  - Threat methodology (all known resources used such as Internet Protocol (IP) addresses, domain names, software tools, etc.).
  - An account of what actions the intruder(s) may have taken on the victim system/network, and what Information may have been accessed.
  - A description of the roles and function of the threat-accessed systems.
  - Potential impact on WAMPO programs or Information and an initial list of impacted WAMPO programs or Information.
  - Contractor actions to support forensic analysis and damage assessment.

**11. Notification of Legal Requests.**

The Contractor shall contact WAMPO upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to WAMPO's data under this Agreement, or which in any way might reasonably require access to the data of WAMPO. The Contractor shall not respond to subpoenas, service of process and other legal requests related to WAMPO without first notifying WAMPO, unless prohibited by law from providing such notice.

**12. Contract Audit.**

WAMPO and/or any state or federal entity/investigator may audit performance under this Agreement to ensure conformance with the Agreement terms. WAMPO may perform this audit or contract with a third party at its discretion and at WAMPO's expense.

**13. Change Control and Advance Notice.**

The Contractor shall give advance notice to WAMPO of any upgrades (e.g., major upgrades, minor upgrades, system changes, etc.) that may impact hardware/Software requirements, system or application service availability and performance or impact of services provided as part of this Agreement.

**14. Security.**

The Contractor shall disclose its non-proprietary security processes and technical limitations to WAMPO such that adequate protection and flexibility can be attained between WAMPO and the Contractor. For example: virus checking and port sniffing — WAMPO and the Contractor shall understand each other's roles and responsibilities.

**15. Export of Data.**

WAMPO shall have the ability to export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for WAMPO to export data to other Contractors.

**16. Subcontractor Disclosure.**

The Contractor shall identify all of its strategic business partners related to services provided under this Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations. All such strategic business partners, subcontractors, entities and/or individuals are required to comply with the terms and conditions of this Agreement as well as all applicable federal, state and local laws, rules and regulations.

**17. Indemnification.**

Contractor shall save and hold WAMPO harmless against all suits, claims, damages and losses for injuries to persons or property, and for other liability loss arising from or caused by errors, omissions, negligent or intentional acts of the Contractor, its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement.

**18. Software Ownership.**

Software Ownership - EcoInteractive will provide the ProjectTracker SaaS solution for the WAMPO as a service over the Internet for use by WAMPO and their member agencies/stakeholders to manage eTIP transportation projects. This proposal is for services only (WAMPO receives no deliverables for this project). To the extent that EcoInteractive, Inc. utilizes any of its property (including, without limitation, the EcoInteractive, Inc Technology, ProjectTracker software, or any hardware or software of EcoInteractive, Inc) in connection with the performance of services hereunder, such property shall remain the property of EcoInteractive, Inc. and, except for the use expressly granted in this engagement, the WAMPO and their member agencies, shall acquire no right or interest in such property. Nothing in this Agreement or proposal shall be construed as precluding or limiting in any way the right of EcoInteractive, Inc. to provide services of any kind or nature whatsoever to any person or entity as EcoInteractive, Inc. in its sole discretion deems appropriate. In addition, and notwithstanding anything in this Agreement or proposal to the contrary, the parties acknowledge and agree that (a) EcoInteractive, Inc will own all right, title, and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to the EcoInteractive, Inc. Technology and (b) EcoInteractive, Inc may employ, modify, disclose, and otherwise exploit the EcoInteractive, Inc. Technology (including, without limitation, providing services or creating programming or materials for other clients).

**19. Intellectual Property Indemnification.**

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, WAMPO, and/or any other body against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against WAMPO based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse WAMPO for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, WAMPO shall:

- 1) Give the Contractor reasonable written notice of its notification of any claim;
- 2) Allow the Contractor to control the defense and settlement of the claim; and
- 3) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

- B. WAMPO Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:
- 1) Provide WAMPO the right to continue using the product or service and fully indemnify WAMPO against all claims that may arise out of WAMPO's use of the product or service;
  - 2) Replace or modify the product or service so that it becomes non-infringing; or
  - 3) Accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by WAMPO to the extent such modification is the cause of the claim.

**20. Warranties.**

- A. General. The Contractor hereby expressly warrants the Deliverables as being correct and compliant with the terms of this Agreement, Contractor's official published specification and technical specifications of this Agreement and all generally accepted industry standards. This warranty encompasses correction of defective Deliverables and revision of the same, as necessary, including deficiencies found during the implementation, or post-implementation phase.
- B. Software. The Contractor warrants that any Software or other products, delivered under this Agreement shall comply with the terms of this Agreement, Contractor's official published specification(s) and technical specifications of this Agreement and all generally accepted industry standards. If the Software fails to meet the applicable specifications during the subscription period, the Contractor will correct the deficiencies, at no additional cost to WAMPO, so that the Software meets the applicable specifications.

**21. Status of Contractor.**

- A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing services for WAMPO and are not employees of WAMPO. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of WAMPO as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax. The Contractor agrees not to purport to bind WAMPO unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to WAMPO.

**22. Change Management.**

A. Changes. The Contractor and/or WAMPO may request changes or revisions to the Statement of Work as defined in Paragraph 2 in accordance with the "Change Request Process", Paragraph 22. B. described herein.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Statement of Work as defined in Paragraph 2, a Change Request shall be submitted that includes the following:

The name of the person requesting the change, a summary of the required change, the start date for the change, the reason and necessity for change, the urgency level for the change, the elements to be altered, the impact of the change, the staffing plan associated with the change, the impact on the schedule for implementing the change, the cost impact, the risk assessment and a recommended approach to the change.

C. Change Request Approval.

1) WAMPO. WAMPO shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) business days of receipt of the Change Request.

2) Contractor. The Contractor shall provide a written decision on the Change Request to WAMPO within a maximum of ten (10) business days of receipt of the Change Request.

WAMPO Director, upon a Change Request approval, shall formally amend the original Agreement. The Change Request shall then be bound by the Terms and Conditions of the original Agreement.

**23. Professional Services Certification.**

Contractor certifies that at the time of the issuance of this Agreement, the Contractor does not serve as an expert witness for any litigation against WAMPO, and that it will not serve as an expert witness for any litigation against WAMPO during the term of this Agreement.

**24. Default/Breach.**

In case of default and/or breach by the Contractor, WAMPO may procure the goods or services from another source and the Contractor shall be responsible for providing to and assisting the new Contractor in transitioning any data in a form acceptable to both parties, and providing any other Information to the new Contractor to assist in these transition activities. Paragraph 6 subparagraph (A) (6) shall otherwise continue to apply to this paragraph.

**25. Equitable Remedies.**

Contractor acknowledges that its failure to comply with any provision of this Agreement related to confidential Information will cause WAMPO irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for WAMPO, and the Contractor consents to WAMPO's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. WAMPO's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that WAMPO may have under applicable law, including, but not limited to, monetary damages.

**26. Liability.**

Contractor shall be liable for damages arising out of injury to persons, damage to real or personal property or other liability loss before or after Acceptance, delivery, installation and use of the equipment and/or Software application, either at the Contractor's site or WAMPO's place of business, provided that the injury or damage was caused by the fault or negligence of the

Contractor or defect in the equipment, Software application, or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment and/or Software application (other than alterations performed or caused by Contractor's officers, employees or agents) made by WAMPO or for losses occasioned by WAMPO's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of WAMPO, or any remedy that may exist under law or equity in the event a defect in the manufacture of the Software, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

**27. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of WAMPO.

**28. Subcontracting.**

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of WAMPO. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from WAMPO.

**29. Release.**

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of WAMPO, its officers, employees and agents from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**30. Confidentiality.**

Any confidential information provided to the Contractor by WAMPO or, developed by the Contractor based on Information provided by WAMPO in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of WAMPO. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to WAMPO within thirty (30) calendar days of such termination. Contractor acknowledges that failure to deliver such confidential Information to WAMPO will result in direct, special and incidental damages.

**31. Conflict of Interest.**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

**32. Records and Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by WAMPO or designated representative. WAMPO shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of WAMPO to recover excessive or illegal payments.

**33. Amendment.**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

**34. Merger, Scope, Order of Precedence.**

- A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or WAMPO or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
- B. Incorporated by Reference. This Agreement incorporates all terms and conditions of WAMPO's RFP solicitation FP540082 and the Contractor's response to WAMPO's RFP solicitation FP540082, as well as Exhibit A, "REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS;" Exhibit B, State of Kansas Department of Administration form DA-146a; Exhibit C, Kansas Department of Transportation Contractor Assurance Special Attachment No.1; and Exhibit D, Kansas Department of Transportation Contract Reimbursement for Hotel and Per Diem Policy, all of which are attached hereto. In the event of a conflict between the terms of this Agreement and/or WAMPO's RFP solicitation FP540082 and the Contractor's response to WAMPO's RFP solicitation FP540082, this agreement shall control unless in conflict with applicable federal, state and local laws, rules and regulations.

**35. Non-Discrimination.**

The Contractor shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements incorporated herein by reference.

**36. Workers Compensation.**

The Contractor agrees to comply with all federal, state, and city laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by WAMPO.

**37. Applicable Law and Venue.**

This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Agreement shall reside only in courts located in Sedgwick County, Kansas.

**38. Waiver.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**39. Headings.**

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Numbered or lettered provisions, paragraphs and subparagraphs contained herein, refer only to provisions, paragraphs and subparagraphs of this Agreement unless otherwise expressly stated.

**40. Survival.**

The Articles entitled Intellectual Property, Intellectual Property Ownership, Confidentiality, Indemnification, Equitable Remedies, and Warranties shall survive the expiration or termination of this Agreement. Software License and Software Escrow agreements and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

**41. Calculation of Time.**

Any time period herein calculated by reference to "days" means calendar days, unless specifically stated otherwise; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by WAMPO, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

**42. Force Majeure.**

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**43. Notices.**

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by overnight carrier or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication or e-mail that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

To WAMPO:                      Jason O'Brien  
   WAMPO  
   455 N Main – 10<sup>th</sup> Floor  
   Wichita, KS 67202

To the Contractor:        EcoInteractive  
   PO Box 55  
   Davis, CA 95617

Any change to the Notice individual or the address, shall be effective only in writing.

**44. Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding Agreement and that the Contractor agrees to be bound by the provisions thereof.

**45. Restriction on Lobbying.**



In executing this Agreement, Contractor certifies, to the best of its knowledge and belief, that:

- a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b) If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this Agreement pursuant to and in accordance with federal law, including 31 U.S.C. § 1352. The Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of this certification and disclosure, and it understands and agrees that the provisions of 31 U.S.C. § 3801, et seq. apply to this certification and disclosure.

**46. Compliance with All Laws.**

Contractor provided a scope of work in this contract for the use of its ProjectTracker software as a service (SaaS). Contractor is responsible for complying with all applicable federal, state, and local laws, regulations, rules and ordinances as it relates to the services provided. Any contract provision required by any applicable federal, state, or local law, regulation, rule or ordinance is hereby incorporated as if fully set out in the body of this Agreement.

**47. Disallowed Costs.**

In the event that Contractor bills WAMPO for any amount that is not properly due and owing for a service performed pursuant to and in compliance with applicable federal and state laws, rules and regulations and/or the terms of this Agreement, Contractor shall reimburse WAMPO for all amounts paid but not properly due or owing.

**48. No Arbitration.**

The Contractor and WAMPO shall not be obligated to resolve any claim or dispute related to the Agreement by arbitration. Any reference to arbitration in prior discussions or documents is deemed void.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the required approval authorities below.**

**Approved as to form:**

By \_\_\_\_\_  
Austin Parker  
Parker and Parker  
WAMPO Contract Attorney

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Jennifer Magana  
Director of Law, City of Wichita

\_\_\_\_\_  
Date

**WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:**

\_\_\_\_\_  
Thomas L. Jones  
Transportation Policy Body Chairperson

\_\_\_\_\_  
Date

**CITY OF WICHITA AS FISCAL AGENT:**

\_\_\_\_\_  
Jeff Longwell  
Mayor, City of Wichita

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Phil Nelson  
WAMPO TPB Secretary

\_\_\_\_\_  
Date

**EcolInteractive**

\_\_\_\_\_  
Anne Happel  
Director

\_\_\_\_\_  
Date

## EXHIBIT A

### **REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this Agreement, the contractor or subcontractor, vendor or supplier of WAMPO, by whatever term identified herein, shall comply with the following Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this Agreement, the contractor, subcontractor, vendor or supplier of WAMPO, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide

occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present Agreement, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## **EXHIBIT B**

State of Kansas  
Department of Administration  
DA-146a (Rev. 06-12)

### **CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
  2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
  3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
  4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
  5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- Contractor agrees to comply with all applicable state and federal anti-discrimination laws.
- The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
  7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
  8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
  9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
  10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund

to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.**

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## EXHIBIT C

### **CONTRACTOR ASSURANCE**

Special Attachment No. 1  
Sheet 1 of 4

#### **KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

#### **NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 State. 252), §504 of the Rehabilitation Act of 1973 (87 State. 3555) and the Americans with Disabilities Act of 1990 (42 USD 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following nine “Nondiscrimination Clauses”.

#### **CLARIFICATION**

Where the term “consultant” appears in the following seven “Nondiscrimination Clauses,” the term “consultant” is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

#### **Nondiscrimination Clauses**

During the performance of this contract, the consultant, or the consultant’s assignees and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

(Revised 07-29-1999)

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the Regulations of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23, and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary and the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the

(Revised 07-29-1999)



State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation

- (a) Disadvantaged Businesses are defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
- (b) All necessary and reasonable steps shall be taken accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
- (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898

- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation and use such information in complying with this Order.

- (9) **Incorporation of Provisions:** The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and lease of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 07-29-1999)

Dwight D. Eisenhower State Office Building  
700 S.W. Harrison Street  
Topeka, KS 66603-3745

Mike King, Secretary  
Jim L. Kowach, P.E., Director



Phone: 785-296-3531  
Fax: 785-296-6946  
Hearing Impaired - 711  
publicinfo@ksdot.org  
<http://www.ksdot.org>

Sam Brownback, Governor

CONTRACT REIMBURSEMENT  
for  
HOTEL and PER DIEM  
POLICY

Attention Contract Partners:

The following policy for hotels and per diem rates, will be in effect January 1, 2016, for contracts with consultants and sub-consultants statewide.

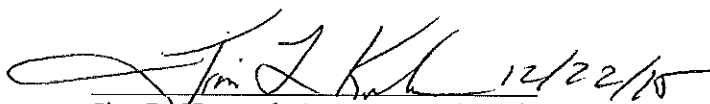
No out-of-state hotel bills will be reimbursed without advanced written approval (prime and/or sub-consultant). No additional markup will be allowed on in state (or approved out of state) hotel bills. The amount allowed, not including taxes, will be the actual cost up to a maximum of \$89.00 per night, however occasional instances when lodging cannot be secured for \$89.00 per night, an actual amount up to a maximum of \$134.00, not including taxes will be allowed. Any amounts above these daily rates or un-approved out of state stays, will not be reimbursed.

Per diem will be allowed only with overnight travel, the maximum reimbursement rate for per diem will be \$51.00 per day (\$8 for breakfast, \$14 for lunch, and \$29 for dinner). Any amounts above these rates will not be reimbursed. If breakfast is furnished by the motel, the \$8.00 breakfast per diem must be deducted unless there are extenuating circumstances approved in writing by the KDOT Engineer. Per diem reimbursement/invoicing must be submitted with hotel receipt. Submit company's policy prior to starting work. A summary must be provided with billings recapping costs per day per individual. Please notify your sub-consultants of these changes and rates.

Mileage will be limited to IRS rates of \$0.54/mile unless the company can furnish an audited rate for company vehicle. Receipts are required for: Airport parking (limited to \$14.00/day); Tolls, Rental cars (economy class only), Equipment Rentals. Equipment, vehicles, reproduction/printing, CADD, GPS, etc., charged as direct expense must have an audited rate for the actual expense. Direct equipment expenses without an audited rate will not be allowed.

Reimbursement rates may change semi-annually as State and/or Federal policies change.

Thank you.

  
Jim L. Kowach, P.E. (Date) 12/22/15

c: Ms. Rhonda Seitz - Chief, Bureau of Fiscal Services  
Attn: Contract Audit Section



**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

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**TO:** Karen Sublett, City Clerk  
**FROM:** Jennifer L. Magana, City Attorney & Director of Law  
**SUBJECT:** Report on Claims for February 2016 – Revised Amount  
**DATE:** April 6, 2016

---

The following claim was approved by the Law Department during the month of February 2016.

AT&T                      \$15,000.00 \*\*

This claim was erroneously reported at \$6,688.56,  
which is the difference between the original claim amount of  
\$21,688.56, and the actual amount to be paid of \$15,000.00.

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Shawn Henning, Director of Finance

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** Memorandum of Understanding for Little Arkansas River  
Watershed Protection Plan (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Memorandum of Understanding (MOU).

**Background:** On August 2, 2005, the City Council approved a MOU with the McPherson County Conservation District (MCCD) to assist in funding the implementation of multiple Best Management Practices (BMP) Projects in the Little Arkansas River watershed. The BMP projects are aimed at reducing atrazine levels in the river. The City has supported this effort since 2005 through annual reviews of funding limits and approval of MOUs.

Atrazine is a herbicide widely used in corn and sorghum production and has been determined to be the primary pollutant of concern for injection of water into the Equus Beds Aquifer. After water is withdrawn from the river, atrazine must be removed from it prior to being recharged into the Equus Beds Aquifer. It is estimated that atrazine is used on approximately 300,000 acres of cropland in the Little Arkansas watershed.

**Analysis:** The City's participation in the protection plan benefits the City by reducing treatment costs through limiting the amount of atrazine in the river that must otherwise be removed through the surface water treatment plant. BMP under this program have been shown to effectively reduce atrazine by 60% where installed. BMP have been implemented through this program to specifically reduce atrazine on 182,400 acres of field in vulnerable areas from 2006 through 2015.

The MOU with the MCCD provides up to a 100% cost share of funding as an incentive for producers to install BMP. Landowners propose and execute the BMP. The MCCD approves eligible BMP projects and utilizes Environmental Protection Agency (EPA) grant money administered through the Kansas Department of Health and Environment (KDHE) to fund portions of these projects. The City provides up to 75% of the costs of these EPA grant-funded projects. Additionally, the City will pay up to 75% of the cost for BMP projects that do not fall under the grant funding eligibility requirements; the producer must pay the remaining cost of any non-eligible projects. The amount the City is providing for the projects as a whole has not changed.

BMP effectiveness is ensured by close oversight. The Little Arkansas Watershed Advisory Board was created under the MCCD to review and approve BMP in the watershed. A monitoring program, under the Kansas State University Research and Extension Office, is being used to verify the effectiveness of the BMP.

Other collaborative efforts also benefit from this program. KDHE provides funds for educational efforts, demonstrations, and some monitoring; Kansas State University Research and Extension performs water quality monitoring and analysis, BMP implementation, and delivery of educational programs; and the Natural Resources Conservation Service assists with BMP implementation.

**Financial Considerations:** Applications for BMP implementation incentives are reviewed and approved by the MCCD. Payments to producers for approved applications are made by the City, with the total of all payments not to exceed the \$50,000 annual contribution limit. In addition to the funding provided by the City of Wichita, the MCCD administers a \$40,000 EPA grant, which also provides funding for the BMP. Funding for the City of Wichita contribution to the program is available in the 2016 Adopted Budget for Water Production and Pumping operations.

**Legal Considerations:** The Law Department has reviewed and approved the MOU, including funding contributions, as to form.

**Recommended Action:** It is recommended that the City Council approve the MOU and proposed funding contributions, and authorize the necessary signatures.

**Attachments:** 2016 Little Ark Watershed Agreement.

**Memorandum of Understanding  
Between  
McPherson County Conservation District  
And  
The City of Wichita**

***Purpose:***

The implementation of certain conservation practices in the Little Arkansas River Watershed above the City of Wichita's water intake points has positive impacts on the quality of the water for the City's groundwater recharge project.

***Background:***

In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's while the other two adjoining watersheds received no special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP implementation. In this three-year study (2006-2008), atrazine BMP's were implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data showed significant reductions in concentrations and annual loadings of atrazine in streams of watersheds where (BMP's) were implemented. Varying weather conditions over the three year period allowed the McPherson County Conservation District (MCCD) to more accurately evaluate those BMP's and predict results for other areas of the watershed. EPA granted a 4B alternative for the three original watersheds. That designation was their recognition of the plan in place by local citizens to reduce atrazine levels in the watershed and required a continued emphasis on BMP implementation and monitoring of water quality changes in those sub-watersheds. The Little Arkansas Watershed Program (LAWP) leadership team continued studying the original watersheds. They also recognized the importance of using those predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's.

The total number of acres with atrazine BMP implementation from 2006 through 2015 is 182,400. There is continued interest and participation in this program with more than 95% of those contacted implementing atrazine BMP's. It is the goal of the LAWP leadership team to include additional vulnerable fields as funding allows. In 2016, The LAWP will target and implement atrazine BMPs in Emma, Sand, Turkey and Black Kettle Creeks.

In 2009, a demonstration project was initiated to develop and implement a targeted market-based pilot conservation program in the Black Kettle Watershed. This project targeted the most vulnerable sites in the watershed leading to improved water quality and reduced soil erosion while maintaining agricultural productivity. All crop fields were assessed identifying and ranking the most vulnerable for soil erosion and sediment delivery. A menu of market based incentives was developed offering \$40/acre for each ton of sediment reduced annually by implementation of practices. As a result of these innovative methods, 21 farmers implemented best management practices on 141 fields (5,078 acres) resulting in a reduction in annual sediment delivery to streams in the watershed from 13,000 tons/year to 5,138 tons/year (60% reduction). The LAWP

is using this innovative and practical approach to implement sediment BMPs in other priority areas of the watershed. In 2013, BMP's were implemented on 7,817 acres resulting in an estimated sediment load reduction of 5,082 tons per year. In 2014, BMP's were implemented on 4,825 acres resulting in an estimated sediment load reduction of 3,458 tons per year. In the third year (2015), payments were made, involving 10,450 acres.

In 2016, the LAWP will first target and implement sediment BMPs in Black Kettle, Turkey, and Kisiwa Creeks. If there is interest by landowners/producers, or if they are in high priority areas, i.e. close proximity to a water source with high runoff potential, the LAWP may target and implement sediment BMPs in Emma, Blazefork and Sand Creeks.

#### *Incentives:*

It is the intent of this Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial conservation practices and to provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State Research and Extension (KSRE) or Natural Resources Conservation Service (NRCS), and to establish the procedure by which payments to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of the practices, the producer will receive reimbursement up to 100% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursement by having the City of Wichita provide up to a 75% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 75%, or an incentive payment based on KSRE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The LAWA will review applications for cost reimbursement and will make decisions for approval based on available payments and the impact of implementing specific practices. Funding priority will be given to atrazine BMP's utilizing City of Wichita monies. This MOU will cover cost share practices installed under the FY 2016 program year beginning January 1, 2016 through December 31, 2016.

#### *McPherson County Conservation District Responsibilities:*

The District will:

1. Maintain official records relative to farms and, through the LAWP leadership team, determine the producer's eligibility to participate in the LAWP and other official records.
2. Be responsible for maintaining County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.
3. Provide to the City a breakdown of the units (acres, linear feet, etc.) performed which will include a copy of the CS4 form showing:



- a. Best Management Practice (BMP) applied.
- b. Total of the units applied or completed.
- c. The County Conservation District County Average Cost for the BMP.
- d. Dollar amount eligible for cost-share.
- e. Dollar amount paid by cost-share fund.
4. Administer the cost share amount to the producer for KDHE (EPA 319) LAWP funds.
  - a. The total amount of LAWP funds available varies yearly with \$90,000 available for FY 2016. This consists of EPA 319 funds (\$40,000) and Wichita funds (\$50,000).
  - b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.
5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.
6. Provide an accounting of the program to all County Conservation Districts in the Little Arkansas Watershed.

*City of Wichita Responsibilities:*

The City will:

1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).
2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.
3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.
4. Provide funding in the amount up to \$50,000 to the Little Arkansas Watershed Program (LAWP) for FY 2016. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated with 60 days written notice of either party.

  
 \_\_\_\_\_  
 McPherson County Conservation District

2/2/14  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 City of Wichita

\_\_\_\_\_  
 Date  
 Approved as to form:

  
 \_\_\_\_\_  
 City Attorney

\_\_\_\_\_  
 Date

ATTEST:

\_\_\_\_\_  
 KAREN SUBLETT, CITY CLERK

**Second Reading Ordinances for April 12, 2016 (first read on April 5, 2016)**

**A. Adoption of the 2012 International Building Code.**

ORDINANCE NO.50-170

AN ORDINANCE ADOPTING THE INTERNATIONAL BUILDING CODE, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., 2012 EDITION, AND AMENDING, ADDING AND DELETING VARIOUS SECTIONS OF ARTICLE 2 OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

**B. SUB2015-00013 Plat of Cross Gate Addition Located on the Southwest Corner of West MacArthur Road and South Seneca Street.(District IV)**

ORDINANCE NO. 50-171

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**C. ZON2016-00002 City Zone Change from General Commercial to Limited Industrial on Property Generally Located North of Est Central Avenue on the Esat Side of North Hydraulic Avenue. (District 1)**

ORDINANCE NO. 50-172

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** SUB2015-00025 -- Plat of Rawand Estates Addition Located on the West Side of North Webb Road, South of East 45<sup>th</sup> Street North (District II)

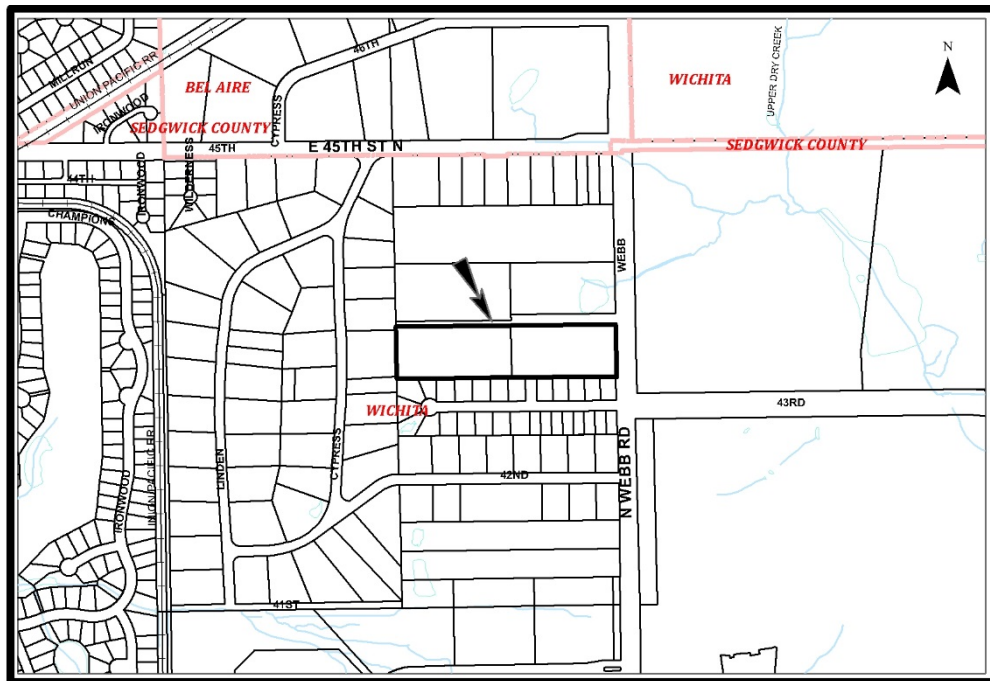
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (11-0)



**Background:** Sewer, water and paving improvements will be constructed by a private project. The site consists of 29 lots on 8.71 acres. A zone change (ZON2015-00022) has been approved from Single-Family Residential (SF-5) to Two-Family Residential (TF-3).

**Analysis:** The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The site is within the noise impact area of Colonel James Jabara Airport; therefore, the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Drive Approach Closure Certificate, Restrictive Covenants and Avigational Easement as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

**Attachments:** Drive Approach Closure Certificate  
Restrictive Covenants  
Avigational Easement

**DRIVE APPROACH CLOSURE CERTIFICATE**

Sedgwick County                     )  
  ) SS  
State of Kansas                    )

Thafer A. Gheith, Manager of Elite USA Construction, LLC, owner of that certain real property to be known as Rawand Estates Addition, Wichita, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Webb Road, per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita's specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. - bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 14<sup>th</sup> day of March, 2016.

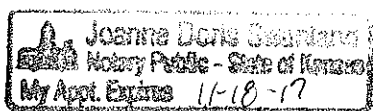
By: \_\_\_\_\_

Thafer A. Gheith, Manager  
Elite USA Construction, LLC

STATE OF KANSAS                     )  
  ) SS:  
COUNTY OF SEDGWICK             )

BE IT REMEMBERED, that on this 14<sup>th</sup> day of March, 2016, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Thafer A. Gheith, Manager, Elite USA Construction LLC, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Joanna Davis Swartz  
Notary Public

My Appointment Expires: Nov. 18, 2017

Restrictive Covenant

This covenant, executed this 14th day of March, 2016.

WITNESSETH:

WHEREAS, the undersigned are in the process of platting that certain real property to be known as Rawand Estates Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Commission providing for the ownership and maintenance of the reserves.

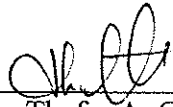
NOW, THEREFORE, the undersigned do hereby subject Rawand Estates Addition to Wichita, Sedgwick County, Kansas, to the following covenants:

1. The reserves located in said addition will be conveyed to the lot owners at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
2. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
3. In the event that the undersigned, its successors or assigns, shall fail to maintain the reserves, the City of Wichita may serve a Notice of Delinquency upon the undersigned setting forth the manner in which the undersigned has failed to fulfill its obligations, as defined in the Operation and Maintenance Manual, recorded at the Sedgwick County Register of Deeds. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation has not been fulfilled within the said time specified, the City of Wichita, may, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves from being a nuisance, enter upon said reserves and perform the obligations listed in the Notice of Delinquency. All cost incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as

provided by law for such assessments and said assessments may be established as liens upon said reserves. Should the undersigned, its successors or assigns, upon receipt of reason, within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments, any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

4. This covenant is binding on the owners, their successors and assigns, and is a covenant running with the land and is binding on all successors in title to the above described property.

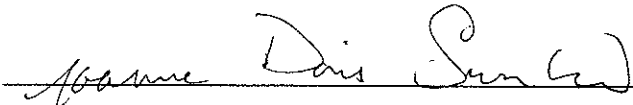
IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By:   
Thafer A. Gheith, Manager  
Elite USA Construction, LLC

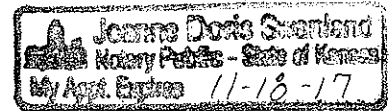
State of Kansas )

County of Sedgwick )

Be it remembered that on this 14<sup>th</sup> day of March, 2016, before me a Notary Public in and for said State and County, came Thafer A. Gheif, Manager, Elite USA Construction, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

, Notary Public

My Appointment Expires: Nov 18, 2017



APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 21<sup>st</sup> day of March 2016, by Elite USA Construction, LLC,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Rawand Estates Addition to Wichita, Sedgwick County, Kansas

WHEREAS, the Declarant's property is located near Jabara Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarant hereby declares that Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita and or County. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Executed the date and year first above written.

By: \_\_\_\_\_



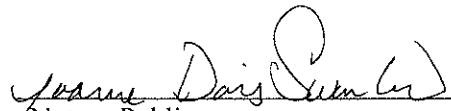
Thafer A. Gheith, Manager  
Elite USA Construction, LLC



STATE OF KANSAS            )  
                                      )       SS  
SEDGWICK COUNTY         )

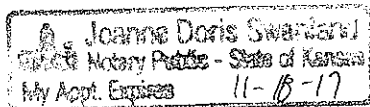
BE IT REMEMBERED, that on this 21st day of March, 2016, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Thafer A. Gheith, Manager, Elite USA Construction, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

  
Notary Public

(My Commission Expires: 11-18-17 )

SEAL



APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

### AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 14<sup>th</sup> day of March, 2016, Thafer A. Gheith, Manager, Elite USA Construction, LLC, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following described real estate, to-wit:

#### RAWAND ESTATES ADDITION An Addition to Wichita, Sedgwick County, Kansas

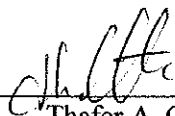
By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights, nor is it to be constructed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure safety in take-off and landing of aircraft.

The undersigned do hereby adopt the easement that is to run with the property and shall be binding on all parties, heirs, successors, assigns, and all persons claiming interest therein.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

By: \_\_\_\_\_



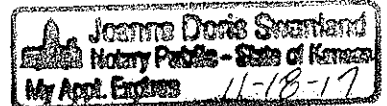
Thafer A. Gheith, Manager  
Elite USA Construction, LLC

State of Kansas )

County of Sedgwick )

Be it remembered that on this 14<sup>th</sup> day of March, 2016, before me a Notary Public in and for said State and County, came Thafer A. Gheith, Manager, Elite USA Construction, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Joanne Doris Swanland, Notary Public



My Appointment Expires: Nov. 18, 2017

City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Mayor and City Council

**SUBJECT:** SUB2015-00044 -- Plat of QuikTrip 20<sup>th</sup> Addition Located on the Northwest Corner of West Pawnee Avenue and South Meridian Avenue (District IV)

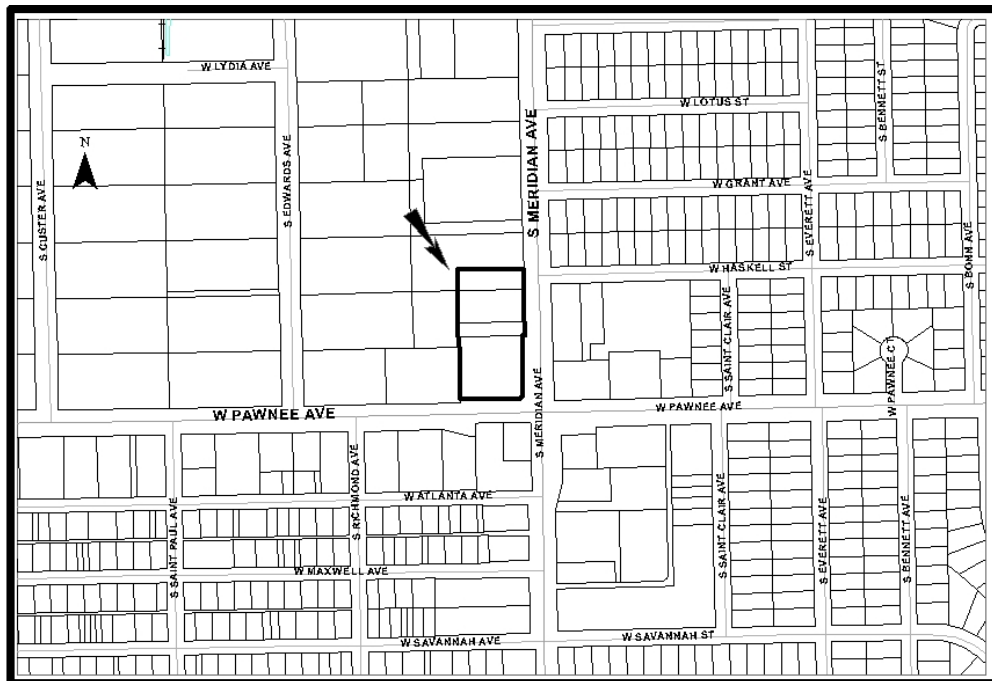
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (14-0)



**Background:** The site consists of one lot on 2.49 acres and is zoned Limited Industrial (LI).

**Analysis:** Water and sewer services are available to serve the site. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Consent and Ratification Form regarding a mortgage on the property.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Drive Approach Closure Certificate and Consent and Ratification Form as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

**Attachments:** Drive Approach Closure Certificate  
Consent and Ratification Form



### DRIVE APPROACH CLOSURE CERTIFICATE

Douglas R. Maryott and Jeannie D. Maryott, the owners of Lot 1, Block 1, QuikTrip 20<sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas, is in the process of re-platting said property, and does hereby acknowledge that in accordance with the requirements of the re-platting process as set forth by the City of Wichita, that a certain existing drive not within the platted full movement opening location designated on the face of the plat along Meridian Avenue, and Pawnee Avenue be closed as part of the re-development process. Such drive being located and centered on the east line of said Lot 1, being 219 feet south of the northeast corner of said addition.

This is to place on notice the owner of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach(es) is(are) removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such installations and closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 11<sup>th</sup> day of MARCH, 2016.

By: Douglas R. Maryott  
Douglas R. Maryott

By: Jeannie D. Maryott  
Jeannie D. Maryott

ATTEST:

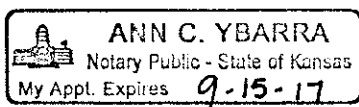
STATE OF KANSAS )

COUNTY OF SEDGWICK ) SS:

This instrument was acknowledged before me on this 11<sup>th</sup> day of March, 2016,  
by Douglas R. Maryott and Jeannie D. Maryott, husband and wife.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and  
year last above written.

(Seal)



Ann C. Ybarra  
Notary Public

My Term Expires: September 15, 2017

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law  
City of Wichita



**CONSENT AND RATIFICATION**

We the undersigned, Commerce Bank, holder of a mortgage on the property described as QuikTrip 20<sup>th</sup> Addition, an addition to Wichita, Sedgwick County, Kansas, do hereby ratify and consent to the plat of said QuikTrip 20<sup>th</sup> Addition.

Dated this \_\_\_\_\_ day of March, 2016.

Commerce Bank

\_\_\_\_\_  
Chad Hanson, Senior Vice President

STATE OF KANSAS        )  
                                      ) ss  
SEDGWICK COUNTY        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of March,

2016, by Chad Hanson, Senior Vice President, Commerce Bank, for and on behalf of the Commerce Bank.

(Seal)

Notary Public \_\_\_\_\_  
Johanna Collazo

My commission expires: \_\_\_\_\_

**Agenda Item No. II-20**

**City of Wichita  
City Council Meeting  
April 12, 2016**

**TO:** Mayor and City Council

**SUBJECT:** VAC2015-00009 - Request to Vacate Portions of Platted Street Right-of-Ways Generally Located Southwest of East 47th Street South and Kansas Highway K-15 and West of Cedardale Avenue (City of Wichita's Three-Mile Subdivision Jurisdiction)

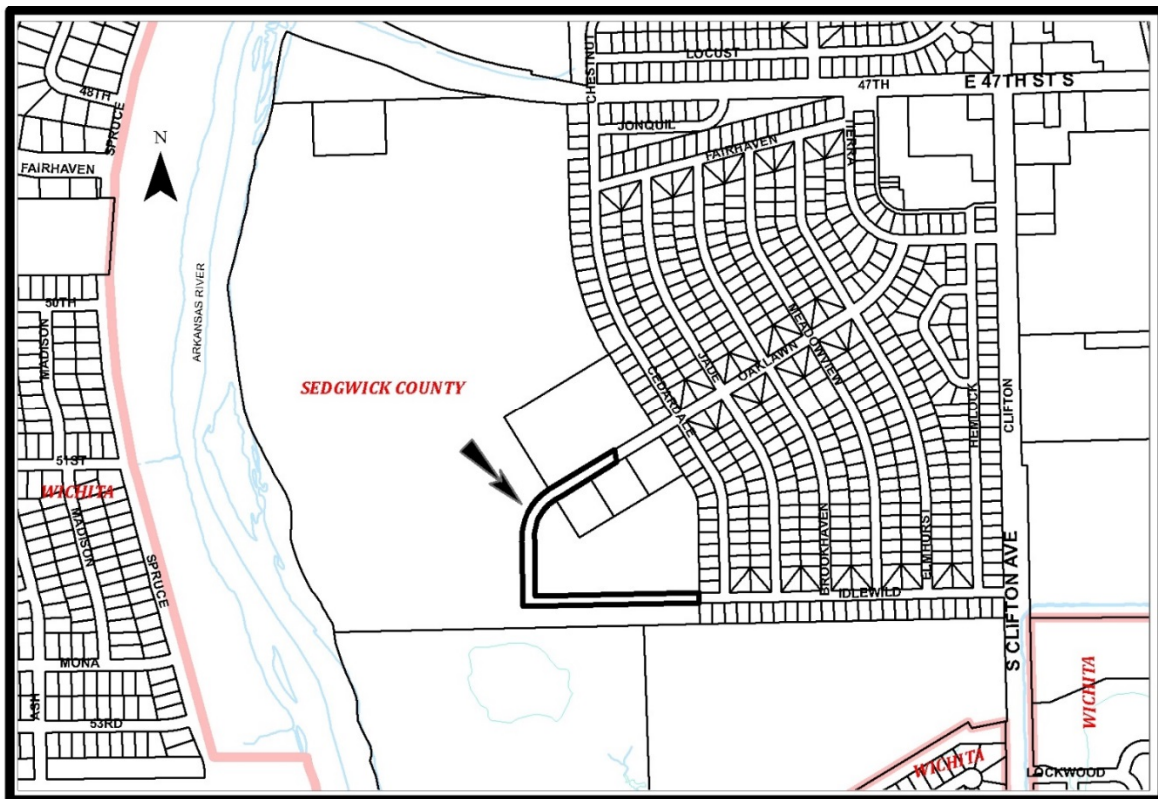
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).



**Background:** The applicant is requesting the vacation of the portions of the Oaklawn Drive and Idlewild Drive right-of-ways located west of their intersections with Cedardale Avenue, as platted on the Oaklawn Subdivision.

The Oaklawn – Idlewild **Drive street** right-of-ways are designed as an internal loop within the Oaklawn Improvement District’s abutting property. Currently the described portion of Oaklawn Drive ends as it merges into drives that serve the Oaklawn Improvement District’s baseball fields. The described portion of Idlewild Drive dead-ends at the Oaklawn Improvement District’s east side of Reserve H, Oaklawn Subdivision. No properties will be denied access to public street right-of-way by the vacation request. There are no utilities located in the described portions of the Oaklawn Drive - Idlewild Drive right-of-ways. The Oaklawn Subdivision was recorded with the Register of Deeds December 5, 1951.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. A covenant binding and tying the described vacated street right-of-ways to the abutting properties has been recorded with the Sedgwick County Register of Deeds; FILM-PAGE 29595987 (**missing period**)

**Because** **Since** the County site is located in the City of Wichita’s three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council is required prior to final action by the Sedgwick County Board of County Commissioners.

**Financial Considerations:** All improvements are to City standards and at the applicant’s expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**

- Vacation Order



**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF PORTIONS )  
OF PLATTED PUBLIC STREET RIGHT-OF-WAYS )**

**GENERALLY LOCATED SOUTHWEST OF 47<sup>th</sup> )  
STREET SOUTH & KANSAS HIGHWAY K-15 AND WEST )  
OF CLIFTON & CEDARDALE AVENUES )**

**VAC2015-00009**

**MORE FULLY DESCRIBED BELOW**

**VACATION ORDER**

NOW on this 15<sup>th</sup> day of March, 2016, comes on for hearing the petition for vacation filed by the Oaklawn Improvement District, c/o Don Wintop, President (applicant), praying for the vacation of the following described portion of platted public street right-of-ways, to-wit:

**Oaklawn Drive** – That part of platted Oaklawn Drive located adjacent to Reserve’s C, D, E, F and H, Oaklawn Subdivision, Sedgwick County, Kansas, lying west of a line BEGINNING at a point on the southerly line of said Reserve D, said point being 220 feet southwest of the southeast corner of said Reserve D; thence southerly to a point on the northerly line of said Reserve F, said point being 43 feet southwest of the northeast corner of said Reserve F.

&

**Idlewild Drive** – That part of platted Idlewild Drive located west of the west lines of Lot 1, Block 9 and Lot 25, Block10, Oaklawn Subdivision, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on March 26, 2015, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portion of public street right-of-way and the public will suffer no loss or inconvenience thereby.

3. A covenant binding and tying the described vacated portions of public street right-of-ways to the abutting properties has been recorded with the Sedgwick County Register of Deeds; FILM/PAGE 29595987.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the County Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. Because the site is located in Sedgwick County but within the City of Wichita's Subdivision Jurisdiction final action on the vacation request by the Sedgwick County Board of County Commissioners is required.

7. The vacation of the described portions of the platted public street right-of-ways, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of April, 2016, ordered that the above-described portions of the platted public street right-of-ways are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

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Jennifer Magana, City Attorney and Director of Law

**Agenda Item No. II-21**

**City of Wichita  
City Council Meeting  
April 12, 2016**

**TO:** Mayor and City Council

**SUBJECT:** VAC2015-00033 - Request to Vacate a Platted Interior Side Yard Setback on Property Generally Located East of North Grove Avenue on the Southwest Corner of East 21st Street North and Erie Avenue (District I)

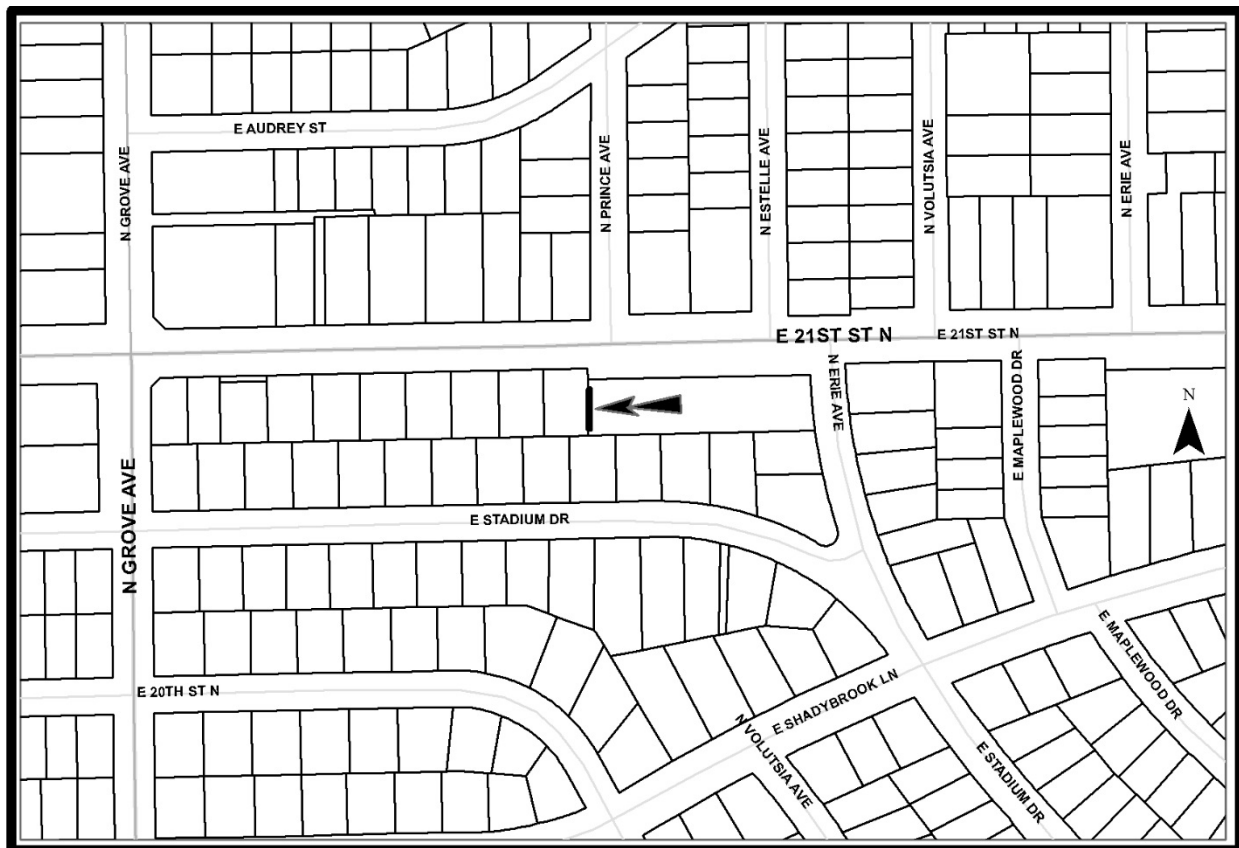
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).



**Background:** The applicant proposes to vacate the platted 5-foot interior side yard setback located on the west **5 five** feet of Lot 1, Block 1, Center for Health & Wellness Addition. The subject lot is zoned GO General Office (GO). The Unified Zoning Code's (UZC) minimum interior side yard setback standard for the GO zoning district is zero feet, but if an interior side yard setback is provided it shall be at least five feet in width. If the setback were not platted the applicant could have applied for an Administrative Adjustment that would have reduced the GO zoning district's 5-foot interior side yard setback to zero. The applicant's request does not exceed what is permitted by an Administrative Adjustment. There are no platted easements in the described portion of the platted side yard setback. There are no utilities located within the described platted interior side yard setback. The Center for Health & Wellness Addition was recorded with the Register of Deeds April 10, 1998.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**

- Vacation Order





**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PLATTED )  
INTERIOR SIDE YARD SETBACK )**

**GENERALLY LOCATED EAST OF GROVE AVENUE ON )  
THE SOUTHWEST CORNER OF 21<sup>ST</sup> STREET NORTH )  
AND ERIE AVENUE )**

**VAC2015-00033**

**MORE FULLY DESCRIBED BELOW**

**VACATION ORDER**

NOW on this 12<sup>th</sup> day of April, 2016, comes on for hearing the petition for vacation filed by THE Center for Health & Wellness Inc., c/o Teresa Lovelady (owner), praying for the vacation of the following described platted interior side yard setback, to-wit:

The platted 5-foot interior side yard setback located on the west 5 feet of Lot 1, Block 1, Center for Health & Wellness Addition, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on August 27, 2015, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described platted interior side yard setback and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of the described platted interior side yard setback, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of April, 2016, ordered that the above-described platted interior side yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

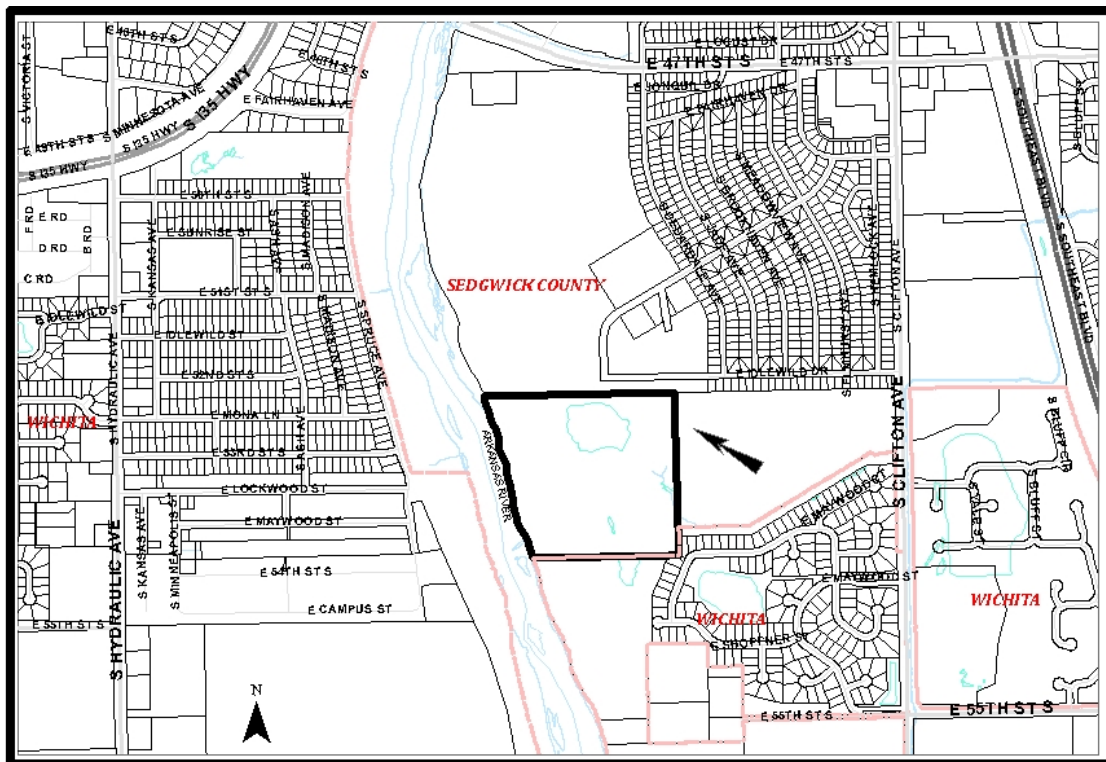
Approved as to Form:

---

Jennifer Magana, City Attorney and Director of Law

**City of Wichita  
City Council Meeting  
April 12, 2016**

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (13-0).



**Background:** The applicant is requesting the vacation of the floodway reserve agreement (FILM 837/PAGE 201) to allow fill dirt to be placed in it. The revised and updated FEMA Flood Maps will take the place of the vacated floodway reserve agreement. The floodway reserve agreement was approved by the Sedgwick County Engineer and the Board of County Commissioners (BoCC) October 8, 1986.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (13-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

**Because** Since the County site is located in the City of Wichita's three-mile ring subdivision jurisdiction, consideration and recommendation by the Wichita City Council is required prior to final action by the Sedgwick County Board of County Commissioners.

**Financial Considerations:** All improvements are to City standards and at the applicant's expense.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**

- Vacation Order



**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTION )  
OF A FLOODWAY RESERVE AGREEMENT )**

**GENERALLY LOCATED WEST OF KANSAS HIGHWAY )  
K-15, MIDWAY BETWEEN 47<sup>th</sup> & 55<sup>th</sup> STREETS SOUTH )  
& WEST OF CLIFTON AVENUE )**

**VAC2015-00051**

**MORE FULLY DESCRIBED BELOW**

**VACATION ORDER**

NOW on this 12<sup>th</sup> day of April, 2016, comes on for hearing the petition for vacation filed by Richard R. Hardison, Patricia Hardison, & Richard T. Hardison (owners), praying for the vacation of the following described portion of a floodway reserve agreement, Film-0837/Page-0201,0202, to-wit:

Government Lot 3 lying east of the Arkansas River, except the east 497.66 feet (that part platted as Pinaire Mobile Home Park), in Section 22, Township 28 South, Range 1 East of the 6th Principal Meridian, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on October 29, 2015, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described portion of the floodway reserve agreement and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the County Clerk by any

owner or adjoining owner who would be a proper party to the petition.

5. Because the site is located in Sedgwick County but within the City of Wichita's Subdivision Jurisdiction final action on the vacation request by the Sedgwick County Board of County Commissioners is required.

6. The vacation of the described portion of the floodway reserve agreement, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of April, 2016, ordered that the above-described portion of the floodway reserve agreement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

---

Jennifer Magana, City Attorney and Director of Law



City of Wichita  
City Council Meeting  
April 12, 2016

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Housing Choice Voucher Family Self-Sufficiency Grant Application

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority Board (Consent)

---

**Recommended Actions:** Authorize the application; approve the grant award upon receipt; and execute the necessary signatures.

**Background:** The Department of Housing and Urban Development (HUD) has issued a Notice of Funding Availability (NOFA) for continued funding of the Family Self-Sufficiency Program Coordinator positions due on April 30, 2016.

**Analysis:** HUD requires that Housing Authorities operate a Family Self-Sufficiency (FSS) program in order to receive additional Section 8 Housing Choice Vouchers. Though it is a HUD requirement for Housing Authorities, participation by Section 8 Housing Choice Voucher holders is voluntary. The advantage to the client is the FSS program provides the opportunity for participants to increase their income potential and eventually become independent of public assistance. The Family Self-Sufficiency Coordinators work with FSS program participants to help them increase earned income, enhance their financial literacy, reduce or eliminate the need for public assistance, and move toward economic independence and self-sufficiency. The Family Self-Sufficiency program accomplishes these goals through partnerships with community employers and service providers. Since the program's inception in 2002, 61 FSS participants have become homeowners through the Housing Choice Voucher Homeownership Program as a result of their FSS participation.

**Financial Consideration:** The application request is for \$176,384 in federal funds covering the salary and fringe benefits for three Family Self-Sufficiency Program Coordinator positions, which is the current staffing level. There is no impact to the General Fund as a result of this action.

**Legal Consideration:** The Law Department has reviewed the grant application and approved it as to form.

**Recommendation/Actions:** It is recommended that the Wichita Housing Authority Board authorize the application; approve the grant award upon receipt; and execute the necessary signatures.

**Attachment:** Housing Choice Voucher Family Self-Sufficiency Grant Application.

## Grant Application Package

Opportunity Title:	Family Self-Sufficiency Program
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.896
CFDA Description:	Family Self-Sufficiency Program
Opportunity Number:	FR-6000-N-04
Competition ID:	FR-6000-N-04
Opportunity Open Date:	03/21/2016
Opportunity Close Date:	04/20/2016
Agency Contact:	fss@hud.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: City of Wichita Kansas Housing Authority

### Select Forms to Complete

#### Mandatory

[Application for Federal Assistance \(SF-424\)](#)

[HUD Applicant-Recipient Disclosure Report](#)

[HUD-52651](#)

#### Optional

☒ [Disclosure of Lobbying Activities \(SF-LLL\)](#)

☐ [Attachments](#)

### Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

## Application for Federal Assistance SF-424

**\* 1. Type of Submission:**

- ☐ Preapplication  
☒ Application  
☐ Changed/Corrected Application

**\* 2. Type of Application:**

- ☐ New  
☒ Continuation  
☐ Revision

**\* If Revision, select appropriate letter(s):**

**\* Other (Specify):**

**\* 3. Date Received:**

Completed by Grants.gov upon submission.

**4. Applicant Identifier:**

**5a. Federal Entity Identifier:**

KS004

**5b. Federal Award Identifier:**

KS004

**State Use Only:**

**6. Date Received by State:**

**7. State Application Identifier:**

**8. APPLICANT INFORMATION:**

**\* a. Legal Name:**

City of Wichita Kansas Housing Authority

**\* b. Employer/Taxpayer Identification Number (EIN/TIN):**

48-6000653

**\* c. Organizational DUNS:**

0430634600000

**d. Address:**

**\* Street1:**

332 N. Riverview

**Street2:**

**\* City:**

Wichita

**County/Parish:**

Sedgwick

**\* State:**

KS: Kansas

**Province:**

**\* Country:**

USA: UNITED STATES

**\* Zip / Postal Code:**

67203-4245

**e. Organizational Unit:**

**Department Name:**

Wichita Housing Authority

**Division Name:**

Section 8

**f. Name and contact information of person to be contacted on matters involving this application:**

**Prefix:**

Mrs.

**\* First Name:**

Gail

**Middle Name:**

**\* Last Name:**

Lotson

**Suffix:**

**Title:**

Housing Manager

**Organizational Affiliation:**

**\* Telephone Number:**

316-462-3792

**Fax Number:**

316-337-9103

**\* Email:**

glotson@wichita.gov

## Application for Federal Assistance SF-424

### \* 9. Type of Applicant 1: Select Applicant Type:

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

### \* 10. Name of Federal Agency:

US Department of Housing and Urban Development

### 11. Catalog of Federal Domestic Assistance Number:

14.896

CFDA Title:

Family Self-Sufficiency Program

### \* 12. Funding Opportunity Number:

FR-6000-N-04

\* Title:

Family Self-Sufficiency Program

### 13. Competition Identification Number:

FR-6000-N-04

Title:

### 14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

### \* 15. Descriptive Title of Applicant's Project:

City of Wichita Kansas Housing Authority HCV FSS

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424****16. Congressional Districts Of:**\* a. Applicant \* b. Program/Project 

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project:**\* a. Start Date: \* b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="176,384.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="176,384.00"/>

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title: \* Telephone Number:  Fax Number: \* Email: \* Signature of Authorized Representative:  \* Date Signed:

# Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing  
and Urban Development

OMB Number: 2510-0011  
Expiration Date: 12/31/2015

## Applicant/Recipient Information

\* Duns Number: 0430634600000

\* Report Type: INITIAL

### 1. Applicant/Recipient Name, Address, and Phone (include area code):

#### \* Applicant Name:

City of Wichita Kansas Housing Authority

\* Street1: 332 N. Riverview

Street2:

\* City: Wichita

County: Sedgwick

\* State: KS: Kansas

\* Zip Code: 67203-4245

\* Country: USA: UNITED STATES

\* Phone: 316-462-3792

### 2. Social Security Number or Employer ID Number: 48-6000653

### \* 3. HUD Program Name:

Family Self-Sufficiency Program

### \* 4. Amount of HUD Assistance Requested/Received: \$ 176,384.00

### 5. State the name and location (street address, City and State) of the project or activity:

\* Project Name: Family Self-Sufficiency Program

\* Street1: 332 N. Riverview

Street2:

\* City: Wichita

County: Sedgwick

\* State: KS: Kansas

\* Zip Code: 67203-4245

\* Country: USA: UNITED STATES

## Part I Threshold Determinations

\* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☒ Yes ☐ No

\* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

☐ Yes ☒ No

If you answered " No " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

**However,** you must sign the certification at the end of the report.

---

**Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

---

Department/State/Local Agency Name:

\* Government Agency Name:

Government Agency Address:

\* Street1:

Street2:

\* City:

County:

\* State:

\* Zip Code:

\* Country:

\* Type of Assistance:

\* Amount Requested/Provided: \$

\* Expected Uses of the Funds:

---

Department/State/Local Agency Name:

\* Government Agency Name:

Government Agency Address:

\* Street1:

Street2:

\* City:

County:

\* State:

\* Zip Code:

\* Country:

\* Type of Assistance:

\* Amount Requested/Provided: \$

\* Expected Uses of the Funds:

---

(Note: Use Additional pages if necessary.)

Add Attachment

Delete Attachment

View Attachment

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**Part III Interested Parties.** You must decide.

**1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and**

**2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).**

* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	* Social Security No. or Employee ID No.	* Type of Participation in Project/Activity	* Financial Interest in Project/Activity (\$ and %)
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %
<input type="text"/>	<input type="text"/>	<input type="text"/>	\$ <input type="text"/> <input type="text"/> %

(Note: Use Additional pages if necessary.)

Add Attachment

Delete Attachment

View Attachment

**Certification**

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

\* Signature:

\* Date: (mm/dd/yyyy)

Completed Upon Submission to Grants.gov



---

**PART I: General Information. (To be completed by all applicants.)**

A. State or Regional PHA? ☐ Yes ☒ No

---

B. PHA Legal Name:

Address:

Street1:

Street2:

City:

County/Parish:

State:

Province:

Country:

Zip / Postal Code:

PHA Number of Applicant:

---

C. Legal Name of Joint Applicant PHA:

PHA Number of Joint Applicant:

---

**PART II: Funding/Positions Requested by PHAs that are Currently Administering FSS Programs**

**A. Previously Funded Positions**

Salary Requested Per Position under this NOFA (Including fringe benefits)	Indicate whether Full-Time or Part-Time
64,908.00	Full-Time
55,738.00	Full-Time
55,738.00	Full-Time

**B. New Positions** - Positions not funded previously under a NOFA

Salary Requested Per Position under this NOFA (Including fringe benefits)	Indicate whether Full-Time or Part-Time

**C. Total Requested** the rows below will be automatically calculated based on the information entered above.

1.	3.0	<b>Total number of positions requested in Part II</b>
2.	176,384.00	<b>Total salary requested in Part II</b>

**D. Total number of families under FSS contract during the NOFA target period.**

156
-----

**INSTRUCTIONS:**

**A.** The FSS NOFA supplements this set of instructions. Please read the NOFA carefully to ensure that you are following all instructions in completing this form.

**B. Previously Funded Positions (Part II.A.):** the examples below help illustrate how to enter the information on this table.

*Example 1:* PHA is requesting 2 full-time renewal positions at \$55,000 each.

Salary Requested Per Position under this NOFA (Including fringe benefits)	Indicate whether Full-Time or Part-Time
\$55,000	Full-Time
\$55,000	Full-Time

*Example 2:* PHA is requesting 1 full-time renewal position at \$45,000 and 1 full-time renewal position at \$50,000.

Salary Requested Per Position under this NOFA (Including fringe benefits)	Indicate whether Full-Time or Part-Time
\$45,000	Full-Time
\$50,000	Full-Time

*Example 3:* PHA is requesting 1 part-time renewal position at \$30,000.

Salary Requested Per Position under this NOFA (Including fringe benefits)	Indicate whether Full-Time or Part-Time
\$30,000	Part-Time

**C. New Positions (Part II.B.):** Positions not funded previously under a NOFA.

- See the NOFA for more information on whether new positions (positions not funded previously under a NOFA) are allowed and whether applicants may qualify for part-time positions beyond the initial position (for example, whether an applicant can qualify for 1.5 positions).
- The examples below help illustrate how to enter the information on this table.

*Example 1:* PHA is requesting 2 new full-time positions at \$55,000 each:

Salary Requested Per Position under this NOFA (Including fringe benefits)	Indicate whether Full-Time or Part-Time
\$55,000	Full-Time
\$55,000	Full-Time

*Example 2:* PHA is requesting 1 new full-time position at \$45,000 and 1 new full-time position at \$50,000:

Salary Requested Per Position under this NOFA (Including fringe benefits)	Indicate whether Full-Time or Part-Time
\$45,000	Full-Time
\$50,000	Full-Time

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

Approved by OMB

0348-0046

<b>1. * Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. * Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. * Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> SubAwardee * Name <input type="text" value="City of Wichita, Kansas Wichita Housing Authority"/> * Street 1 <input type="text" value="332 N. Riverview"/> Street 2 <input type="text"/> * City <input type="text" value="Wichita"/> State <input type="text" value="KS: Kansas"/> Zip <input type="text" value="67203-4245"/> Congressional District, if known: <input type="text"/>		
<b>5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:</b>     		
<b>6. * Federal Department/Agency:</b> <input type="text" value="Dept. of Housing &amp; Urban Development"/>		<b>7. * Federal Program Name/Description:</b> <input type="text" value="Family Self-Sufficiency Program"/> CFDA Number, if applicable: <input type="text" value="14.896"/>
<b>8. Federal Action Number, if known:</b> <input type="text"/>		<b>9. Award Amount, if known:</b> \$ <input type="text"/>
<b>10. a. Name and Address of Lobbying Registrant:</b> Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="James"/> Middle Name <input type="text" value="John"/> * Last Name <input type="text" value="Davenport"/> Suffix <input type="text"/> * Street 1 <input type="text" value="Alcalde &amp; Fay"/> Street 2 <input type="text" value="2111 Wilson Boulevard"/> * City <input type="text" value="Arlington"/> State <input type="text" value="VA: Virginia"/> Zip <input type="text" value="22201"/>		
<b>b. Individual Performing Services</b> (including address if different from No. 10a) Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="James"/> Middle Name <input type="text" value="John"/> * Last Name <input type="text" value="Davenport"/> Suffix <input type="text"/> * Street 1 <input type="text" value="Alcade &amp; Fay"/> Street 2 <input type="text" value="2111 Wilson Boulevard"/> * City <input type="text" value="Arlington"/> State <input type="text" value="VA: Virginia"/> Zip <input type="text" value="22201"/>		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.  * Signature: <input type="text" value="Completed on submission to Grants.gov"/> * Name: Prefix <input type="text" value="Mr."/> * First Name <input type="text" value="Robert"/> Middle Name <input type="text"/> * Last Name <input type="text" value="Layton"/> Suffix <input type="text"/> Title: <input type="text" value="City Manager"/> Telephone No.: <input type="text" value="316-268-4351"/> Date: <input type="text" value="Completed on submission to Grants.gov"/>		
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